MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, AUGUST 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 - National Aviation Week
   - 3.B Employee of the Month for August
   - 3.C Presentation of Retirement Watch to Dona Presswood
4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**
   - 4.A Public Hearing - Final Reading - An Ordinance amending the Future Land Use Map designation from Single Family Low Density Residential (SF-LDR) to Institutional (INST): 1504 Patrick St. - LUPA-24-0002, Proposed Ordinance #24-09

     AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE
   - 4.B Public Hearing - Final Reading - An Ordinance amending the Zoning Map designation from Single Family Residential (RA-2) to Community Facilities (CF): 1504 Patrick St. - ZMA-24-0001, Proposed Ordinance #24-10

     AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
   - 4.C Public Hearing - First Reading - Proposed Ordinance # 24-11 - Repealing the Charter School Advisory Board

     AN ORDINANCE REPEALING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, DIVISION 9, CHARTER SCHOOL ADVISORY BOARD, SECTIONS 2-334 THROUGH 2-336; AND PROVIDING AN EFFECTIVE DATE
5. **PUBLIC HEARINGS**
6. **HEAR AUDIENCE**
   Anything requiring a vote will be heard at a later time.
7. **CONSENT AGENDA**

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

7.A Approval of City Commission Minutes from the July 2, 2024, and July 16, 2024, Commission Meeting and July 16, 2024, and July 23, 2024, Commission Workshops

7.B Amendment No. 1 to Memorandum of Understanding with T28, LLC, for Grant Agreement Financial Obligation for Business Airpark Infrastructure

7.C Transfer Funds from Airport Reserves to Parcel 8 Project

7.D Resolution to Accept Grant Funding from Florida Department of Transportation for Airport Parcel 8 Project

7.E Approval of Microsoft Enterprise Agreement

7.F Civil Engineering Design Services for Fire Station Mill Run Project

7.G Construction Services for the Kissimmee Fire Department Training Facility Pavilion

7.H Bermuda Estates Drainage Improvement Project

7.I Construction Services for the Chambers Park Community Center Renovation

7.J Resilient Florida Program Grant for Vulnerability Assessment Project

7.K Lakeside Community Center Design Project

7.L Federal Aviation Administration Airport Grant Offer for Tower Design

7.M Approval to apply for the Urban and Community Forestry Capacity Grant

7.N Approval to apply for the Florida Department of Environmental Protection (FDEP) Water Quality Improvement Grant

7.O Revision to CP1605 - Charitable Donation & Sponsorship Policy - Community Benefit Funds

7.P Revision to CP1403 - Event Fee Waiver Grant Program

7.Q State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement for 1124 Lindsay Way, Kissimmee, FL 34744

7.R Disposal of City Assets

7.S First Amendment to the contract with Global Public Safety, LLC for Emergency Vehicle Upfitting Services

7.T Amended & Restated Interlocal Agreement for Golden Knight Boulevard Maintenance and City Ownership of Golden Knight Boulevard

7.U Amendment to the FY 2023-24 budget for Parks and Recreation Youth Programs

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A DKCRA - 2024 Holiday Lighting Services Contract

8.B DKCRA - Downtown Alleyway Improvement Project Design Services

COMMUNITY DEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.C Social Services Agency Updates

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 - National Aviation Week

Request

To present a proclamation to Shaun Germolus, Airport Director and his staff, in honor of National Aviation Week.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation-National Aviation Week 2024

Proclamation

City of Kissimmee Florida

NATIONAL AVIATION WEEK



WHEREAS, President Franklin Roosevelt first established National Aviation Day in 1939 to coincide with the birthday of Orville Wright, the first pilot, who was born on August 19, 1871; and



WHEREAS, aviation has revolutionized all aspects of modern world history and impacted all of our lives on a daily basis; and

WHEREAS, aircraft have been operating in Kissimmee as early as 1912; and

WHEREAS, the U.S. Army Air Force chose to construct a military airfield in Kissimmee at the onset of World War Two; and



WHEREAS, the Kissimmee Army Airfield was deeded to the City on November 24, 1947, to be operated, in perpetuity, as a civilian airport; and

WHEREAS, the City, in cooperation with the State of Florida and the Federal Aviation Administration, has continuously constructed numerous safety enhancements and improvements to the airport infrastructure since that time, including an air traffic control tower and an instrument landing system; and



WHEREAS, the aviation industry in Kissimmee Florida has blossomed to include high levels of corporate and business aviation, flight training, avionics and aircraft maintenance training and repair and numerous other aviation activities that serve the greater Orlando metro area; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee celebrate the development of aviation and do hereby proclaim August 19-25, 2024 as "**National Aviation Week**" in the City of Kissimmee.

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



CITY MANAGER

Olga Gonzalez

MAYOR-COMMISSIONER

ITEM 3.B
Employee of the Month for August

Request

That the Commission join City Manager recognizing Christopher "Chris" Bright of the Public Works & Engineering Department as the Employee of the Month for August.

Explanation

The City is pleased to honor Christopher “Chris” Bright as the Employee of the Month for August. Chris has been with the City for over 9 years and currently serves as a Solid Waste Driver for the Public Works & Engineering Department.

Chris has a great work ethic of dedication and excellence. Every day, he arrives with a smile, a positive attitude, and an unwavering commitment to his work. His cheerful demeanor and willingness to take on any task make him a pleasure to work with for his colleagues as well as the residents and customers he serves. Chris's meticulous attention to detail and the pride he takes in his work are truly remarkable. He consistently goes above and beyond, always ready to help and stay until the job is finished. His support for his team and his proactive problem-solving approach are invaluable. With his extensive experience, Chris excels at coordinating and planning routes, ensuring their efficient and timely completion. His expertise enhances the efficiency of the Solid Waste Division which has a good reflection on the services the City provides.

For these reasons and more, the City would like to recognize Christopher “Chris” Bright.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 3.C
Presentation of Retirement Watch to Dona Presswood

Request

To recognize Dona Presswood for her 41+ years of dedication of her professional life to the City of Kissimmee.

Explanation

Dona Presswood is retiring from the City of Kissimmee on August 2, 2024.

She started with the City of Kissimmee on April 1st, 1983. She has served her career primarily in Development Services, finishing her tenure with the City as Permit Supervisor. She previously served as a Code Enforcement Officer and a Permit Technician, displaying a penchant for working with customers in a friendly, helpful manner that often garnered her praise from the public.

Her commitment, hard work, and passion have significantly contributed to the growth and success of our city. Dona also was quick to step up in times of need, serving critical roles on behalf of the City in the County Emergency Operations Center during disaster events. She also was a key member of the recovery team sent by the City to assist the residents of Long Beach, Mississippi following Hurricane Katrina in 2005.

Today, we are here to honor her remarkable career and celebrate her well-deserved retirement. As a token of our appreciation, we are proud to present Dona with a retirement watch. This watch symbolizes not only the time she has given to the City of Kissimmee, but also the timeless impact she has made on all of us.

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 4.A

Public Hearing - Final Reading - An Ordinance amending the Future Land Use Map designation from Single Family Low Density Residential (SF-LDR) to Institutional (INST): 1504 Patrick St. - LUPA-24-0002, Proposed Ordinance #24-09

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

Request

Approval of a Land Use Amendment changing the Future Land Use Map designation from Single Family Low Density Residential (SF-LDR) to Institutional (INST) on approximately 0.6 acres of land.

Explanation

This Land Use Amendment will change the existing Single Family Low Density Residential (SF-LDR) Future Land Use to Institutional (INST), a non-residential designation that will facilitate the re-use of the existing building as a child care facility. The Institutional (INST) Future Land Use designation has been established within this neighborhood west of the property which maintains consistency within the existing area. The Institutional Future Land Use designation can accommodate public and semi-public services, including governmental administration buildings, educational institutions; hospitals and supportive health care, the arts, cultural or civic facilities, and essential public services and facilities (excluding major utilities). This Land Use amendment is consistent and compatible with the associated Zoning Map Amendment, ZMA-24-0001, and the surrounding area.

FINDINGS AND REASONS:

1. Compliance with Comprehensive Plan Future Land Use Element Policy 1.2.6.1, Institutional (INST), which is intended to accommodate existing public and semi-public services including: governmental administration buildings; educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities (excluding major utilities); and other similar activities. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.0 FAR. The Land Development Code shall implement specific development considerations for this future land use designation. Land uses such as places of worship, cultural or civic centers, and other similar public or private not-for-profit uses may be included within this land use designation.
2. Compliance with Land Development Code Section 14-3-26, Comprehensive Plan Text and Map Amendments, in regards to the submittal and review procedures and criteria to support an amendment.
3. Compliance with Land Development Code Section 14-3-27, Zoning Map and Land Development Code Amendments, in regards to the submittal and review procedures and criteria to support an amendment.

Recommendation

The Development Review Committee (DRC) recommended approval on June 4, 2024.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on July 17, 2024.

REQUESTED CITY COMMISSION ACTION:

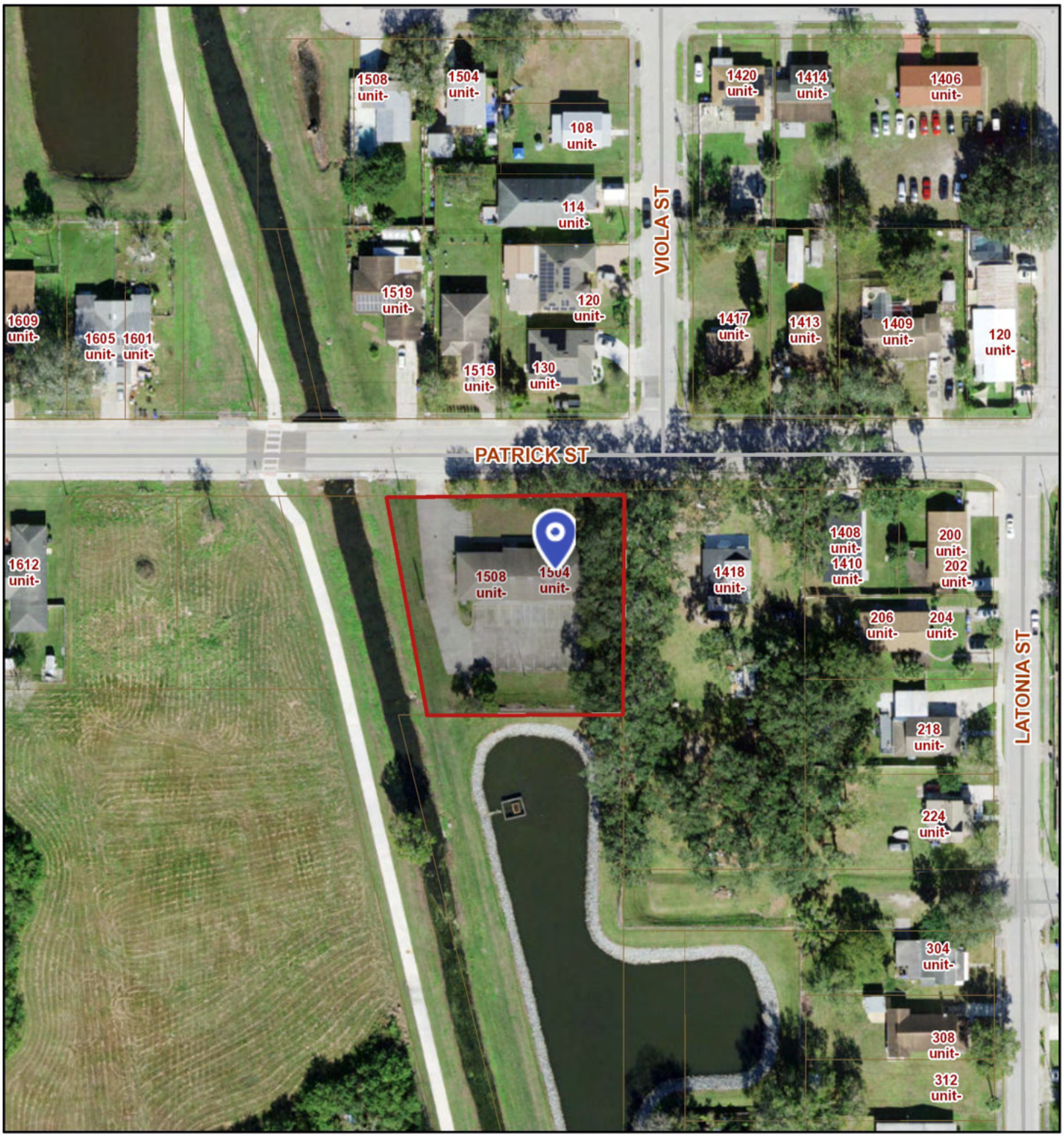
Approve

Department: Development Services
Presenter: Brenda Ryan

Attachment(s):

1. LUPA 24-0002 Aerial Map
2. LUPA 24-0002 Vicinity Map
3. LUPA 24-0002 Site Data Tables
4. (S)LUPA-24-0002 Proposed Ord 24-09
5. LUPA-24-0002 CC Ad
6. Proof of Advertising (Orlando Sentinel)
7. LUPA-24-0002 PAB Actions
8. LUPA-24-0002 DRC Comments
9. LUPA-24-0002 DRC Support Documents

LUPA-24-0002
Let the Children Come Center
Land Use Amendment



July 12, 2024

1:1,498

0 0.01 0.02 0.04 mi
0 0.02 0.04 0.07 km

Address Points
Parcels
Road Centerlines

City Limits
CITY
COUNTY

World Imagery
Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations
30cm Resolution Metadata

State of Florida, Maxar

LUPA-24-0002
Let the Children Come Center
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Future Land Use
SF-LDR (Single Family Low Density Residential)
SF-MDR (Single Family Medium Density Residential)
MH-MDR (Mobile Home Medium Density Residential)
MF-MDR (Multiple Family Medium Density Residential)
MF-HDR (Multiple Family High Density Residential)
OR (Office Residential)

Let the Children Come Center, LUPA-24-0001
Land Use Amendment
Parcel ID#28-25-29-1132-0001-0120; 1504 Patrick St.
South of Patrick St., West of S. John Young Pkwy.,
East of S. Palm Ave., & North of Hughey St.
Site Data Tables

Site Data	
Size	0.66 acres
Future Land Use Designation	Single Family Low Density Residential (SF-LDR) – City
Proposed Future Land Use Designation	Institutional (INST) – City
Zoning District Designation	Single Family Residential (RA-2)
Proposed Zoning District Designation	Community Facilities (CF)
Existing Overlay District	N/A
Existing Use(s)	Vacant Commercial Structure
Proposed Use(s)	Childcare Facility
Adjacent Land Use	
North	Single Family Low Density Residential (SF-LDR)
South	Conservation (CONS)
East	Single Family Low Density Residential (SF-LDR)
West	Conservation (CONS)
Adjacent Zoning	
North	Single Family Residential (RA-2)
South	Single Family Residential (RA-2)
East	Single Family Residential (RA-2)
West	Single Family Residential (RA-2)
Past/Current Project Tracking	DRC-94-027 Conditional Use (Church) DRC-97-093 Conditional Use w/Site Plan (Church) LUPA-24-0002 (*Pending*) ZMA-24-0001 (*Pending*) CU-23-0002 (*Pending*)

Comprehensive Plan Summary	
Policy 1.2.6.1, Institutional (INST): The Institutional (INST) land use designation is intended to accommodate existing public and semi-public services including: governmental administration buildings; educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities (excluding major utilities); and other similar activities. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.0 FAR. The Land Development Code shall implement specific development considerations for this future land use designation. Land uses such as places of worship, cultural or civic centers, and other similar public or private not-for-profit uses may be included within this land use designation.	
Potential Zoning Districts	Community Facilities (CF)
	Agriculture and Conservation (AC)
	Hospital Facilities (HF)

Zoning District Standards District Summary
Land Development Code Section 14-4-8(Q), Community Facilities District (CF) Intent: The purpose of this district is intended to accommodate many of the city's public and semi-public community facilities. Development in this district is expected to have sufficient acreage, open space, buffering, and access controls to minimize potential adverse impacts on adjacent land uses. This district is intended for use in areas which have been assigned an Institutional (INST) future land use designation by the comprehensive plan.

Comprehensive Plan Future Land Use & Zoning Comparisons		
	Existing Future Land Use & Zoning	*Requested Future Land Use & Zoning*
Uses	SF-LDR & RA-2 6 du/ac max; N/A F.A.R	INST & CF N/A du/ac; 2.0 F.A.R.
	Vacant Commercial	Childcare Facility

Public Facilities Analysis	
Transportation	
Adjacent street	Patrick St.
Street Quality of Service (QOS)	Adjacent Streets are all within City limits.
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
Is urban open space area at least 2 acres per 1,000 population?	N/A – Compliance
Is total recreation area at least 4 acres per 1,000 population?	N/A – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	N/A- Compliance

PROPOSED ORDINANCE NO. 24-09
ORDINANCE NO. _____

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

WHEREAS, the City of Kissimmee, Florida, has adopted Ordinance No. 3050 pursuant to the Local Government Comprehensive Planning Act of 1975, as amended, and

WHEREAS, the City of Kissimmee has advertised as required by law for two (2) public hearings prior to adoption of this ordinance, and

WHEREAS, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law;

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

SECTION 1. Amend the Land Use Plan as to the following area:

FROM: SF-LDR (Single Family Low Density Residential) – City

TO: INST (Institutional) - City

The subject property is located at 1515 Patrick St.; Parcel ID# 28-25-29-1132-0001-0120

Legal Description:

BRUCES SUNSHINE HOMES PHS 2 PB 6 PG 5 LOTS 11 & 12

0.66 acres, more or less.

A map of the area is included with this ordinance.

SECTION 2. That a copy of said Land Use Plan Amendment is filed in the office of the Development Services Department of the City of Kissimmee as a matter of permanent record of the City, and that matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office, available for public inspection.

SECTION 3. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Kissimmee.

SECTION 4. That all ordinances in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall take effect 10 days after its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this **6th** day of **August**, 20**24**.

_____
Mayor - Commissioner

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

LUPA-24-0002
Let the Children Come Center
Land Use Amendment



July 12, 2024

1:1,498

0 0.01 0.02 0.04 mi
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Future Land Use
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MH-MDR (Mobile Home Medium Density Residential)
MF-MDR (Multiple Family Medium Density Residential)
MF-HDR (Multiple Family High Density Residential)
OR (Office Residential)

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
NOTICE OF LAND USE CHANGE

The City of Kissimmee proposes to adopt the following ordinance that would change the use of land as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the Second and Final Reading of the proposed ordinance on **Tuesday, August 6, 2024 at** 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

PROPOSED ORDINANCE# **24-09**: AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

The purpose of this Public Hearing is to make a recommendation to the City Commission concerning the request to amend Ordinance No. 3050. The proposed Ordinance would amend the 2025 Future Land Use Map of the Kissimmee Comprehensive Plan by changing the land use classification for the area described below as follows:

FROM: **SF-LDR (Single Family Low Density Residential)- City**

TO: **INST (Institutional)-City**

The subject properties are located at **1504 Patrick St.; Parcel ID# 28-25-29-1132- 0001-0120**

Legal Description:

BRUCES SUNSHINE HOMES PHS 2 PB 6 PG 5 LOTS 11 & 12

The proposed amendment and the supporting documents, including a parcel description, may be inspected in the Development Services Department, City Hall, 101 Church Street, Kissimmee, Florida, between 8:00 a.m. and 5:00 p.m., Monday through Friday. Please direct any questions to the Development Services Department, (407) 518-2140 or planning@kissimmee.gov.

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or may be heard by participating in person.

Reference # LUPA-24-0002 CITY COMMISSION Let the Children Come LUPA KISSIMMEE, FLORIDA



In accordance with Florida Statutes 286.0105: any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

Orlando Sentinel
MEDIA GROUP

Published Daily
ORANGE County, Florida

Sold To:
City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL, 34741

Bill To:
City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL, 34741

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Jul 23, 2024.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 26 day of July, 2024,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).

LeAnne Rollins

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped

7669114

Newspaper: Orlando Sentinel Advertiser: City of Kissimmee Planning Services
Issue Date: Tue, 07/23/24 Ad Number: 7669114-1

Harris

from Page 1

Biden's departure frees his delegates to vote for whomever they choose. Harris, whom Biden backed after ending his candidacy, is thus far the only declared candidate and was working to quickly secure endorsements from a majority of delegates.

A list of potential rivals to Harris dwindled after Monday's additional endorsements, including from Maryland Gov. Wes Moore, Michigan Gov. Gretchen Whitmer, Illinois Gov. J.B. Pritzker and Kentucky Gov. Andy Beshear.

Speaker Emerita Nancy Pelosi, a Democrat who had been one of the notable holdouts to Harris, initially encouraging a primary to strengthen the eventual nominee, endorsed Harris on Monday. Pelosi said she was lending her "enthusiastic support" to Harris' effort to lead the party.

More than 1,300 pledged delegates have told The Associated Press or announced that they plan to support Harris at the convention, which is more than half of the pledged delegates she needs to clinch the nomination. Democratic National Committee rules most recently set 1,976 pledged delegates as the benchmark to win the nomination.

Winning the nomination is only the first item on a staggering political to-do list for her after Biden's decision to exit the race, which she learned about on a Sunday morning call with the president.

If she's successful at locking up the nomination, she must also pick a running mate and pivot a massive political operation to boost her candidacy instead of Biden's with just over 100 days until Election Day.

On Sunday afternoon, Biden's campaign formally changed its name to Harris for President, reflecting that she is inheriting his political operation of more than 1,000 staffers and a war chest that stood at nearly $96 million at the end of June. It got bigger by Monday morning: Campaign spokesperson Lauren Hitt said Harris had raised $496 million in donations in the first 15 hours after Biden's endorsement.

Harris spent much of Sunday surrounded by family and staff, making more than 100 calls to Democratic officials to line up their support for her candidacy, according to a person familiar with the matter who spoke on the condition of anonymity. It comes as she tries to move her party past the painful, public wrangling that had defined the weeks since Biden's disastrous June 27 debate with Trump.

Speaking to party leaders, Harris expressed gratitude for Biden's endorsement but insisted she was looking to earn the nomination in her own right, the person said.

In a sign that the Democratic Party was moving to coalesce behind her, Harris quickly won endorsements from the leadership of several influential caucuses and political organizations, including the AAPI Victory Fund, which focuses on Asian American and Pacific Islander voters; the Collective PAC, focused on building Black political power; the Latino Victory Fund; and the chairs of the Congressional Progressive Caucus and the Congressional Hispanic Caucus and the entire Congressional Black Caucus.

Harris, if elected, would be the first woman and first person of South Asian descent to be president.

Notably, a handful of men who had already been discussed as potential running mates for Harris — Pennsylvania Gov. Josh Shapiro, North Carolina Gov. Roy Cooper and Arizona Sen. Mark Kelly — also swiftly issued statements endorsing her. Aides to Shapiro and Cooper confirmed that Harris spoke with them Sunday afternoon. In her brief call with Cooper, the North Carolina governor told Harris he was backing her to be the Democratic nominee, according to spokeswoman Sadie Weiner.

But former President Barack Obama held off on an immediate endorsement, as some in the party have expressed worry that the quick shift to Harris would appear to be a coronation, instead pledging his support behind the eventual party nominee.

West Virginia Sen. Joe Manchin told CBS News on Monday he would not be a candidate.

Biden planned to discuss his decision to step aside later this week in an address to the nation.

The Democratic National Convention is set for Aug. 19 to 22 in Chicago, but the party had announced it would hold a virtual roll call to formally nominate Biden before then.

The convention's rules committee is set to meet this week to finalize its nomination process, and it is unclear how it will be adjusted to reflect Biden's exit.

Democrats

from Page 1

endorsing Harris.

"Running a former prosecutor against a convicted felon, no one is better prepared to prosecute the case against Donald Trump," Fried said. "I like our odds."

At least 236 of the 254 members of Florida's delegates to the Democratic National Convention next month signed a letter pledging their support to Harris, she added.

Fried said she anticipates a renewed energy for turnout. "With Kamala Harris at the top of the ticket, everything is possible at this moment," she said.

Her candidacy has also reinvigorated Gen Z voters under 30, according to Democratic youth groups.

"Now we're not voting for two old men," said Connor Effrain, 20, president of the University of Florida College Democrats. "We're voting for an extremely old man, Trump, who's going to be the oldest nominee in American presidential history, versus a much younger candidate who really represents a new generation of American leadership and represents the antithesis to Trump."

But Gov. Ron DeSantis, who has sharply criticized Biden's fitness to lead, wrote on X Sunday that with Harris "Democrats are just rearranging the deck chairs on the Titanic."

In his view, she is "too liberal and too unaccomplished" to appeal to voters, despite her decades of public service as San Francisco District Attorney, California Attorney General and U.S. Senator. Other Republicans have called Harris a "DEI hire," echoing a popular target of the Florida governor's culture wars, "diversity, equity and inclusion" programs.

Both state and national Democratic party officials moved swiftly to present a united front, with members of the state congressional delegation, legislative caucus and convention delegates lined up to voice their support for the historic nomination of Harris, who already made history as the first Black woman vice president.

"She is the best positioned candidate to beat Donald Trump," said U.S. Rep. Debbie Wasserman Schultz, D-Weston, noting that as a prosecutor in California Harris prosecuted felons and put rapists behind bars. "She is the ultimate contrast to a lawless and toxic Trump, and represents the next generation of Democratic leaders who can directly confront Trump's fitness for office."

Harris earned the chance to be the party's nominee by successfully defeating the Trump-Pence ticket as Biden's running mate in 2020, working alongside Biden for four years, and helping Biden earn the millions of votes in the 2024 presidential primary, Wasserman Schultz said. "No doubt she can beat this con man again."

Within 24 hours of announcing Harris would seek the nomination, the Democratic National Committee raised $81 million, Wasserman Schultz added.

"The Florida Democratic Party and the DNC must be more united than ever," Fried said.

Florida's large number of independent voters could swing toward Harris, Fried said. One third of the state's electorate has no party affiliation, Fried said, and those independent voters went 60% to 70% for Democrats in recent elections.

Democrats are united, State Sen. Shevrin Jones of Miami said, because "everybody knows what is at risk if we go into a contentious convention."

The endorsement of Harris has generated excitement among would-be voters, according to an analysis by QR Code Generator of Google search data.

Searches for registering to vote "exploded by 1,011% following Sunday's events," the highest they've been in the past month, the online analytics company reported. The searches were highest in Florida, with four of the top five metro areas in Florida.

Searches for "donate to Harris" and "ActBlue," a left-leaning political committee, also surged.

"This increase in 'register to vote' searches was most pronounced in Florida, which will prove pivotal in the race to 270 electoral college votes this November," said Marc Porcar, CEO of QR Code Generator, which generates free QR codes and also offers analytics services on how QR codes are being used.

State Rep. Fentrice Driskell, D-Tampa, said that having Harris at the top of the ticket in Florida will help with down ballot races where Democrats are trying to win more seats in the Florida Legislature to break the Republican supermajority stronghold.

But one prominent Biden fundraiser, Orlando attorney John Morgan, said he was disappointed in the Harris wave.

"I'm burned out," Morgan said in an email. "And I wanted a convention not a coronation."

"I love the historical aspect of her story," said Morgan, who continued to raise money for Biden even after switching his registration to independent in 2017. "I just don't think she can win."

Matt Isbell, a Democratic elections analyst, cautioned that the party's enthusiasm for Harris doesn't mean Florida will stop being a stronghold for Trump supporters.

In 2020, Trump defeated Biden in Florida by about 3.4 percentage points

Isbell also said that many younger voters still may stay home on election day, failing to boost the Democrats as they hope.

Others see Harris as a game changer.

Samuel Vilchez Santiago, 27, chair of the Orange County Democratic Executive Committee and one of the youngest members of the Democratic National Committee, said he was thrilled to announce the unanimous endorsement of his committee for a Harris presidential bid.

"As young people we see in Kamala Harris a leader who sees our hopes and dreams for a brighter and more inclusive future," Santiago said.

Harris is a huge pivot for young voters, agreed Jayden D'Onofrio, 19, a Tallahassee Community College student who co-founded the Florida Future Leaders PAC earlier this year along with the chairs of the state High School and College Democrats and others.

"Kamala has established herself for a while now as someone who is definitely in line with youth on the issues," D'Onofrio said. "There's a new sort of motivation and energy there now that wasn't there before. There's no sugarcoating it, the past month has been absolute hell for Democrats. And I think the past 24 hours have completely flipped the script."

Alissa Gary of the Sentinel staff contributed to this story.

NOTICE OF PUBLIC HEARING
CITY COMMISSION

The City Commission will consider a request to amend the Official Zoning Map referenced in Ordinance No. 3068 known as the Land Development Code of the City of Kissimmee rezoning the property hereinafter described as follows:

FROM: **RA-2 (Single Family Residential) - City**

TO: **CF (Community Facilities) - City**

The subject property is located at **1504 Patrick St. Parcel ID: 28-25-29-1132-0001-0120**

Legal Description:

BRUCES SUNSHINE HOMES PHS 2 PB 6 PG 5 LOTS 11 & 12

PROPOSED ORDINANCE **#24-10**: AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

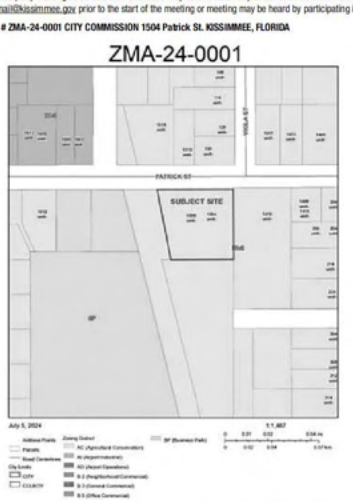
The City Commission will hold a Public Hearing on **Tuesday, August 6, 2024** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, and will consider the adoption of an Ordinance to rezone the above described property following the public hearing.

A copy of the proposed Ordinance may be inspected in the office of the Development Services Department at City Hall, 101 Church Street. All interested parties may appear and be heard on the above date. Written opinion will be received until 5:30 p.m., **Tuesday, August 6, 2024.** Any questions may be directed to the Development Services Department at (407) 518-2140 or planning@kissimmee.gov.

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or meeting may be heard by participating in person.

Reference # ZMA-24-0001 CITY COMMISSION 1504 Patrick St. KISSIMMEE, FLORIDA

ZMA-24-0001



In accordance with Florida Statutes 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

In accordance with Florida Statutes 286.0105: Any person wishing to appeal any decision made by the Planning Advisory Board with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is made.

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
NOTICE OF LAND USE CHANGE

The City of Kissimmee proposes to adopt the following ordinance that would change the use of land as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the Second and Final Reading of the proposed ordinance on **Tuesday, August 6, 2024 at** 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

PROPOSED ORDINANCE**# 24-09**: AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

The purpose of this Public Hearing is to make a recommendation to the City Commission concerning the request to amend Ordinance No. 3050. The proposed Ordinance would amend the 2025 Future Land Use Map of the Kissimmee Comprehensive Plan by changing the land use classification for the area described below as follows:

FROM: **SF-LDR (Single Family Low Density Residential)- City**

TO: **INST (Institutional)-City**

The subject properties are located at **1504 Patrick St.; Parcel ID# 28-25-29-1132- 0001-0120**

Legal Description:

BRUCES SUNSHINE HOMES PHS 2 PB 6 PG 5 LOTS 11 & 12

The proposed amendment and the supporting documents, including a parcel description, may be inspected in the Development Services Department, City Hall, 101 Church Street, Kissimmee, Florida, between 8:00 a.m. and 5:00 p.m., Monday through Friday. Please direct any questions to the Development Services Department, (407) 518-2140 or planning@kissimmee.gov.

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or may be heard by participating in person.

Reference # LUPA-24-0002 CITY COMMISSION Let the Children Come LUPA KISSIMMEE, FLORIDA

LUPA-24-0002



In accordance with Florida Statutes 286.0105: any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

MEETING ACTIONS
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, JULY 17, 2024 AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Board Member Alex Alemi, Board Member Rebeca Marin, Board Member Diana Marrero-Pinto, Board Member Robert Spalding, Board Member Aaron Sabino
Staff Present: Brenda Ryan, Planning Manager, Cristian Arias, Senior Planner, John Rabon, Senior Planner, Ryan Altizer, Planner II, Kalanit Oded, Assistant City Attorney, Kayla Smith, Administrative Assistant II.
Members Absent: Board Member Robert Bussiere, Board Member Sylvette Santos

Diana Marrero-Pinto called the meeting to order at 6:01.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Diana Marrero-Pinto led the audience in the Pledge of Allegiance

3. MINUTES

4. OLD BUSINESS

5. NEW BUSINESS

5.A Public Hearing - An Ordinance amending the Future Land Use Map designation from Single Family Low Density Residential (SF-LDR) to Institutional (INST): 1504 Patrick St. - LUPA-24-0002, Proposed Ordinance #24-09

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

Board Member Robert Spalding made a motion to Approve. Board Member Alex Alemi seconded the motion.

AYE: Board Member Spalding, Board Member Marrero-Pinto, Board Member Alemi, Board Member Sabino, Board Member Marin
NAY: None

Motion to Approve 5 - 0.

5.B Public Hearing - An Ordinance amending the Zoning Map designation from Single Family Residential (RA-2) to Community Facilities (CF): 1504 Patrick St. - ZMA-24-0001, Proposed Ordinance #24-10

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Board Member Aaron Sabino made a motion to Approve w/Conditions. Board Member Alex Alemi seconded the motion.

AYE: Board Member Spalding, Board Member Marrero-Pinto, Board Member Alemi, Board Member Sabino, Board Member Marin
NAY: None

Motion to Approve w/Conditions 5 - 0.

6. PUBLIC HEARINGS

7. DISCUSSION

Board members discussed plans to do a workshop regarding the Comprehensive Plan.

8. HEAR CHAIRMAN AND BOARD MEMBERS

9. ADJOURNMENT

There being no further business to come before the Planning Advisory Board, Vice-Chairman Diane Marrero-Pinto adjourned the meeting at 6:26 p.m.

DEVELOPMENT PROJECT COMMENT FORM

CITY OF KISSIMMEE 1883

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

DATE: 5/29/2024
PROJECT: Let the Children Come LUPA
DRC NUMBER: LUPA-24-0002
REVIEW NUMBER: 1

Review Status:
APPROVED WITH CONDITIONS

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - Ryan.Kilman@kissimmee.gov
ADVISORY COMMENTS (No Responses Necessary):

GENERAL INFORMATION:

- All applicable code requirements of the City of Kissimmee Code of Ordinances shall be adhered to for any proposed use(s) and its processes.
- If you have any questions regarding the comments/conditions above, please use the contact information provided above.

###

CITY OF KISSIMMEE 1883

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

ADDRESS: 1504 Patrick St. **DATE: 5/30/2024**
PLAN NUMBER: LUPA-24-0002
PROJECT NAME: Let the Children Come LUPA
REVIEW VERSION NUMBER: V21

Review Status:
APPROVED WITH CONDITIONS.

PLANNING - Brenda Ryan - 407.518.2104 - Brenda.Ryan@kissimmee.gov
Comments/Conditions (if applicable):

1. Approval of a Land Use Amendment to change the Future Land Use designation from Single Family Low Density Residential (SF-LDR) to Institutional (INST) for a proposed daycare center.
2. Note that a separate Conditional Use (CU) approval by the Planning Advisory Board (PAB) is required to establish a daycare. A CU application has been previously submitted (CU-23-0002). This LUPA and Rezoning application (ZMA-24-0001) must be approved prior to the approval of CU-23-0002 by the PAB.
3. Subject to PAB and City Commission approval.
4. For your information, any Mobility and Impact fees will be due at time of permit issuance. To find out more information please contact Juan F. Hernandez at 407-518-2233 of the Development Services Building Division for Mobility fees. Contact Toho Water Authority at 407-944-5000 for water/sewer impact fees and the School District for school impact fees.
    a) **The city has adopted new Police and Fire fees. Only building permits submitted and paid for before the effective date of December 25, 2023 will be exempt from the new Police and Fire Impact Fees.**

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.

DEVELOPMENT PROJECT COMMENT FORM

CITY OF KISSIMMEE 1883

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

Click or tap to enter a date.

ADDRESS: 1504 Patrick St. **DATE: May 2, 2024**

PLAN (DRC) NUMBER: LUPA-24-0002

Review Status:
CHOOSE REVIEW STATUS.

OSCEOLA COUNTY SCHOOL DISTRICT - Rhonda Blake - 407.518.2964 - Rhonda.Blake@osceolaschools.net

Comments/Conditions (if applicable):

A more accurate report can be generated with the submittal of a detailed Site and Development Plan application which indicates the actual number of dwelling units proposed. The School District of Osceola County reserves its right to ensure proper mitigation of any impact on school capacity and the collection of Educational System Impact Fees.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
PLANNING SERVICES DEPARTMENT
SCHOOL CAPACITY REPORT

CoK

SDOC#:2023/24-0136 DRC#: LUPA-24-0002

Current FLU: INCORP
Requested FLU: INST

PROJECT NAME: 1504 Patrick St.

Current Zoning: INCORP
Requested Zoning: N/A

PROJECT LOCATION: 1504 Patrick St., Kissimmee

COMMENTS DUE DATE: 5.29.24

PID: 28-25-29-1132-0001-0120

A more accurate report can be generated with the submittal of a detailed Site and Development Plan application which indicates the actual number of dwelling units proposed. The School District of Osceola County reserves its right to ensure proper mitigation of any impact on school capacity and the collection of Educational System Impact Fees.

DEVELOPMENT PROJECT COMMENT FORM

CITY OF KISSIMMEE 1883

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

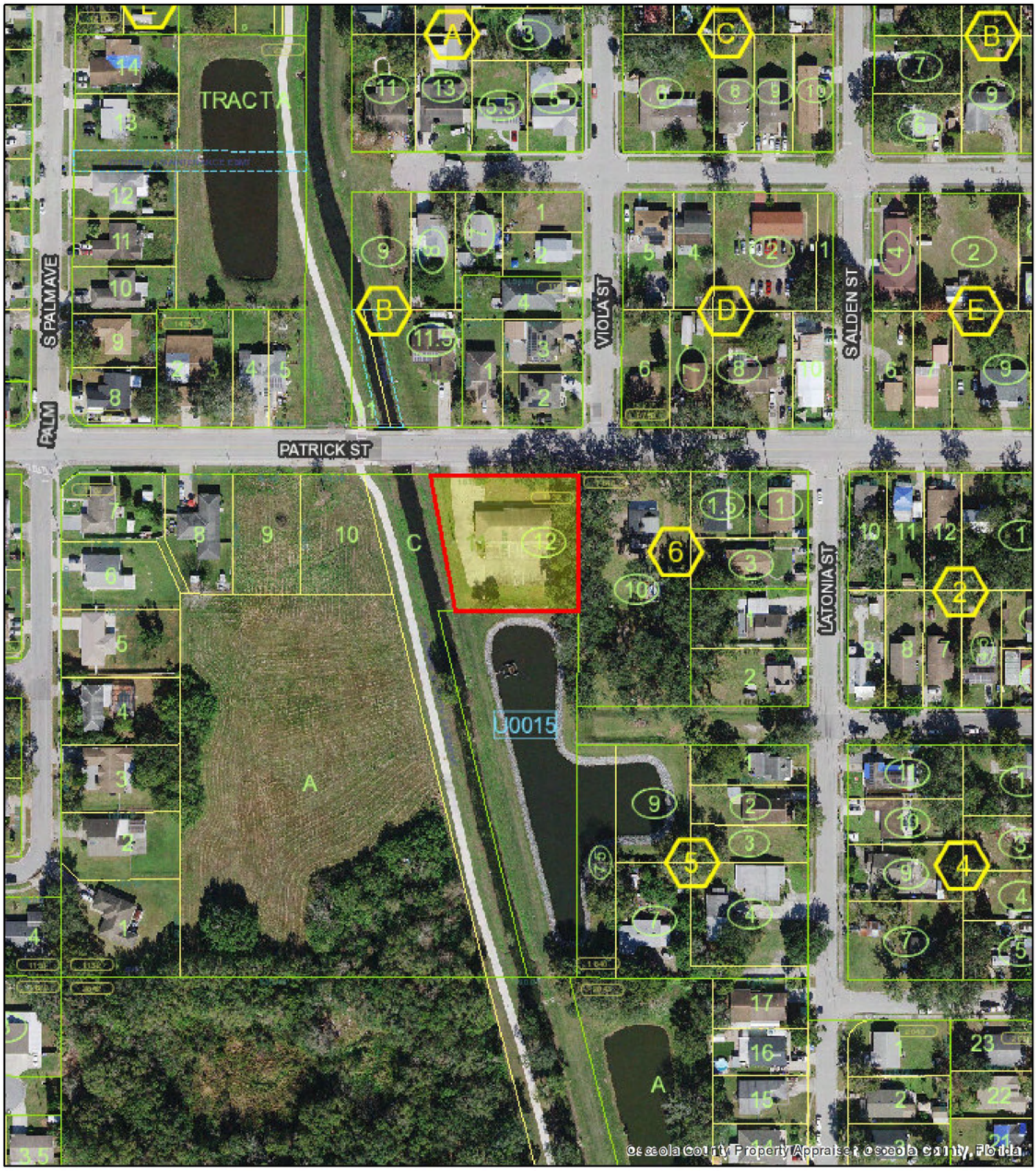
ADDRESS: 1504 PATRICK ST. **DATE: 5/12/2024**
PLAN (DRC) NUMBER: LUPA-24-0002
V1

Review Status:
APPROVED.

FIRE DIVISION - Chris Alessandri - 407.518.2339 - Chris.Alessandri@kissimmee.gov
Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Comments/Conditions (if applicable):

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.



Aerial Map

Date Generated: 4/19/2024

0 80 160 ft

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

This instrument prepared incidental to the writing of title insurance policy(ies) by:
Land Title Professionals, LLC
1341 East Irlo Bronson Memorial Highway
St. Cloud, FL 34771
(321) 248-6333
File No 2022-4728

Documents have been recorded electronically from Simplifile.

Date: 10/4/22

County: OSCEOLA

Book/Page: 6294/964

Parcel Identification No: 282529113200010120

WARRANTY DEED

This indenture made the 30th day of September, 2022 between **Jamdar Holding LLC, a Florida Limited Liability Company**, whose post office address is: PO BOX 452231, Kissimmee, FL 34745, Grantor, to **Let The Children Come Center Inc, a Florida Corporation**, whose post office address is: 3567 Palmetto Groves Way, Orlando, FL 32824 , Grantees:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Osceola County, Florida, to-wit:

Lots 11 and 12, Bruce's Sunshine Homes, Phase Two, according to the Plat thereof, recorded in Plat Book 6, Page(s) 5, of the Public Records of Osceola County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

FURTHER, the Grantor here by covenants with said Grantee that the Grantor is lawfully seized of said real property in fee simple; that the Grantor has good right and lawful authority to sell and convey said real property; that the Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever; and that said real property is free from all encumbrances; except taxes and assessments accruing subsequent to December 31, 2021 and all subsequent years, and all conditions, restrictions, reservations, limitations, easements of record, if any, zoning and other governmental regulations and other matters of record, provided however, this reference shall not serve to reimpose same.

This instrument prepared incidental to the writing of title insurance policy(ies) by:
Land Title Professionals, LLC
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St. Cloud, FL 34771
(321) 248-6333
File No 2022-4728

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Date: 10/4/22

County: OSCEOLA

Book/Page: 6294/1964

Parcel Identification No: 282529113200010120

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In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS #1
PRINTED NAME: Amy Buehler

WITNESS#2
PRINTED NAME: Casey Baker

Jamdar Holding LLC, a Florida Limited Liability Company
By: Power Pool Ball LLC, Manager

By: _____
James Moore, AP

By: _____
Darcell Moore, AP

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization this 30th day of September, 2022, by James Moore & Darcel Moore, AP's of Power Pool Ball, LLC, Manager of Jamdar Holding LLC, a Florida Limited Liability Company.

_____
Signature of Notary Public
Print, Type/Stamp Name of Notary

AMY BUEHLER
MY COMMISSION # GG 367062
EXPIRES: August 19, 2023
Bonded Thru Notary Public Underwriters

Personally Known:_____ OR Produced Identification: ✓
Type of Identification
Produced: adl

Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
www.property-appraiser.org
Osceola County Government Center
2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744
Ph: (407) 742-5000 Fax:(407) 742-4900

Parcel: 28-25-29-1132-0001-0120

Image Not Available

Owner Information

Owner Name	LET THE CHILDREN COME CENTER INC
Mailing Address	3567 PALMETTO GROVES WAY ORLANDO, FL 32824
Physical Address	1504 PATRICK ST, KISSIMMEE FL 34741
Description	CHURCHES-IMP
Tax District	200 - KISSIMMEE

Tax Values

Current Values		Certified Values	
Current Value represents working appraised values as of 04/18/2024, which are subject to change prior to certification		**Certified Value represents certified values that appeared on the tax roll as of 10/04/2023**	
Land	$345,000	**Land**	$310,500
AG Benefit	$0	**AG Benefit**	$0
Extra Features	$12,800	**Extra Features**	$12,900
Buildings	$182,100	**Buildings**	$183,700
Appraised(just)	$539,900	**Appraised(just)**	$507,100
Assessed(estimated)	$539,900	**Assessed***	$507,100
Exemption(estimated)	$0	**Exemption**	$0
Taxable(estimated)	$539,900	**Taxable**	$507,100
*** Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap**		*** Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap**	

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	6294-0964	$650,000	2022-09-30	WD
1	4585-0412	$60,000	2014-03-20	WD
2	4460-2560	$0	2013-06-20	QC
3		$0	2001-03-30	NC
4	1211-1592	$35,000	1994-09-08	WD
5	1174-0144	$0	1994-02-16	DC

Land Information - Total Acreage: 0.66

Land Description	Units	Depth	Land Type	Land Value
COMMERCIAL SF	28749.52	0.00	SF	$345,000

Extra Features

Extra Feature	Units	Year Built	Feature Value
COMMERCIAL-ASPHALT PAVING PER PARKING SPACE AVERAG	20	2000	$6,890
COMMERCIAL-PARKING CURBS/BUMPERS	20	2000	$98
COMMERCIAL-CONCRETE PAVEMENT AVERAGE	3567	2000	$5,151
COMMERCIAL-CONCRETE PAD/PATIO AVERAGE	480	2000	$691

Building Information

Building 1

Description	EDUCATION/RELIGIOUS - CHURCH	**Bedrooms**	
Year Built	2000	**Bathrooms**	
Value	$182,100	**Fixtures**	6
Actual Area	3256	**Roof Cover**	4 COMPOSITE SHINGLE
Heated Area	3201	**Exterior Wall**	(1.00) 14 CONCRETE BLOCK STUCCO/BRICK

Building 1 subarea

Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	2000	3201
OPEN PORCH FINISHED	OPF	2000	55

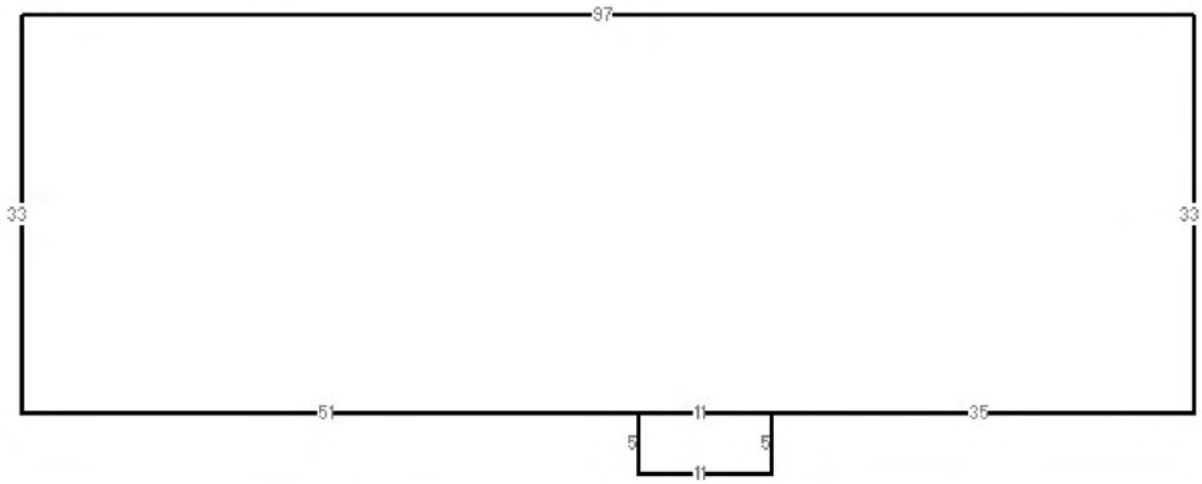
Legal Description

Legal Description	BRUCES SUNSHINE HOMES PHS 2 PB 6 PG 5 LOTS 11 & 12

Building 1 Property Photo



Building 1 Sketch



2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 20, 2024
Secretary of State
3324171570CC

DOCUMENT# P17000004848

Entity Name: LET THE CHILDREN COME CENTER INC

Current Principal Place of Business:

4340 W VINE
KISSIMMEE, FL 34746

Current Mailing Address:

3567 PALMETTO GROVE WAY
ORLANDO, FL 32824

FEI Number: 81-5083115

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ROSA, GARCIA I
3567 PALMETTO GROVE WAY
ORLANDO, FL 32824 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: ROSA I GARCIA 02/20/2024

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	V
Name	GARCIA, ROSA I	Name	RODRIGUEZ, CIRILO E
Address	3567 PALMETTO GROVE WAY	Address	3567 PALMETTO GROVE WAY
City-State-Zip:	ORLANDO FL 32824	City-State-Zip:	ORLANDO FL 32824

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: ROSA I GARCIA OWNER 02/20/2024

Electronic Signature of Signing Officer/Director Detail — Date

Let The Children Come

April, 23 2024

Dear Planning Department,

I, Rosa I. Garcia, owner and CEO of Let the Children Come Center Inc., would like to request the removal of Jason Rivera (with email jrivera@constructionlabllc.com) from City of Kissimmee Energov system. I would like to have access and full control of this account, mostly to receive communication with the recently submitted application ZMA-24-0001 and LUPA-24-0002.

Here is my contact information:

Rosa I. Garcia
Email: jehova007@aol.com
Phone: (407) 800 20 46

Sincerely,

Rosa Garcia
Rosa Garcia

FLORIDA NOTARY ASSOCIATION • SINCE 1978 •

LIZBETH MUNOZ
Notary Public
State of Florida
Comm# HH363503
Expires 2/16/2027

ITEM 4.B

Public Hearing - Final Reading - An Ordinance amending the Zoning Map designation from Single Family Residential (RA-2) to Community Facilities (CF): 1504 Patrick St. - ZMA-24-0001, Proposed Ordinance #24-10

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Approval of a Zoning Map Amendment changing the Zoning designation from Single Family Residential (RA-2) to Community Facilities (CF) on approximately 0.6 acres of land.

Explanation

This Zoning Map Amendment to Community Facilities (CF) is required in order to establish a Zoning designation that is compatible with the proposed Institutional (INST) Future Land Use amendment to establish a child care facility. The property was originally approved as a church in 1994 (DRC#94-027) with Conditional Use approval by the Planning Advisory Board. Another Conditional Use application (DRC#97-093) was resubmitted in 1997 when the 3,256 sq. ft. church was approved and built with 22 parking spaces with a maximum seating capacity of 54. A buffer waiver was also approved along the southern and eastern perimeter of the property which eliminated the 6ft. masonry wall requirement due to the property's proximity to a retention pond and an existing wooden fence, respectively. The previous property owner also voluntarily installed a 6ft. fence along the southern perimeter and the current property owner has voluntarily submitted a building permit (MSC-24-0105) to install an aluminum fence on the west perimeter adjacent to the ditch.

Similar to the church, child care facilities also require Planning Advisory Board Conditional Use approval within the proposed CF Zoning district. A Conditional Use application (CU-23-0002) for child care has been submitted and is on hold pending the approval of the associated Land Use Amendment, LUPA-24-0002, and this Zoning Map Amendment. This Rezoning is consistent and compatible with the associated Land Use Amendment (LUPA-24-0002) and the surrounding area, as child care facilities conveniently located within residential neighborhoods is encouraged and supported by City staff.

FINDINGS AND REASONS:

1. Compliance with Comprehensive Plan Future Land Use Element Policy 1.2.6.1, Institutional (INST), which is intended to accommodate existing public and semi-public services including: governmental administration buildings; educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities (excluding major utilities); and other similar activities. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.0 FAR. The Land Development Code shall implement specific development considerations for this future land use designation. Land uses such as places of worship, cultural or civic centers, and other similar public or private not-for-profit uses may be included within this land use designation.
2. Compliance with Land Development Code Section 14-4-8(Q), Community Facilities District (CF), which is intended to accommodate many of the city's public and semi-public community facilities. Development in this district is expected to have sufficient acreage, open space,

buffering, and access controls to minimize potential adverse impacts on adjacent land uses. This district is intended for use in areas which have been assigned an Institutional (INST) future land use designation by the comprehensive plan.

3. Compliance with Land Development Code Section 14-4-5, Table 4-2, Schedule of Uses for Non-Residential Standard Districts, in that child care facilities may be permitted in the Community Facilities (CF) Zoning with Conditional Use (CU) approval by the Planning Advisory Board (PAB). A CU application (CU-23-0002) has been submitted and is on hold pending the approval of the Land Use Amendment, LUPA-24-0002, and this Zoning Map Amendment.
4. Compliance with Land Development Code Section 14-3-27, Zoning Map and Land Development Code Amendments, in regard to the submittal and review procedures and criteria to support an amendment.

Recommendation

The Development Review Committee (DRC) recommended approval on June 4, 2024.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on July 17, 2024.

CONDITION:

1. Subject to the approval of the associated Land Use Amendment, LUPA-24-0002.

REQUESTED CITY COMMISSION ACTION:

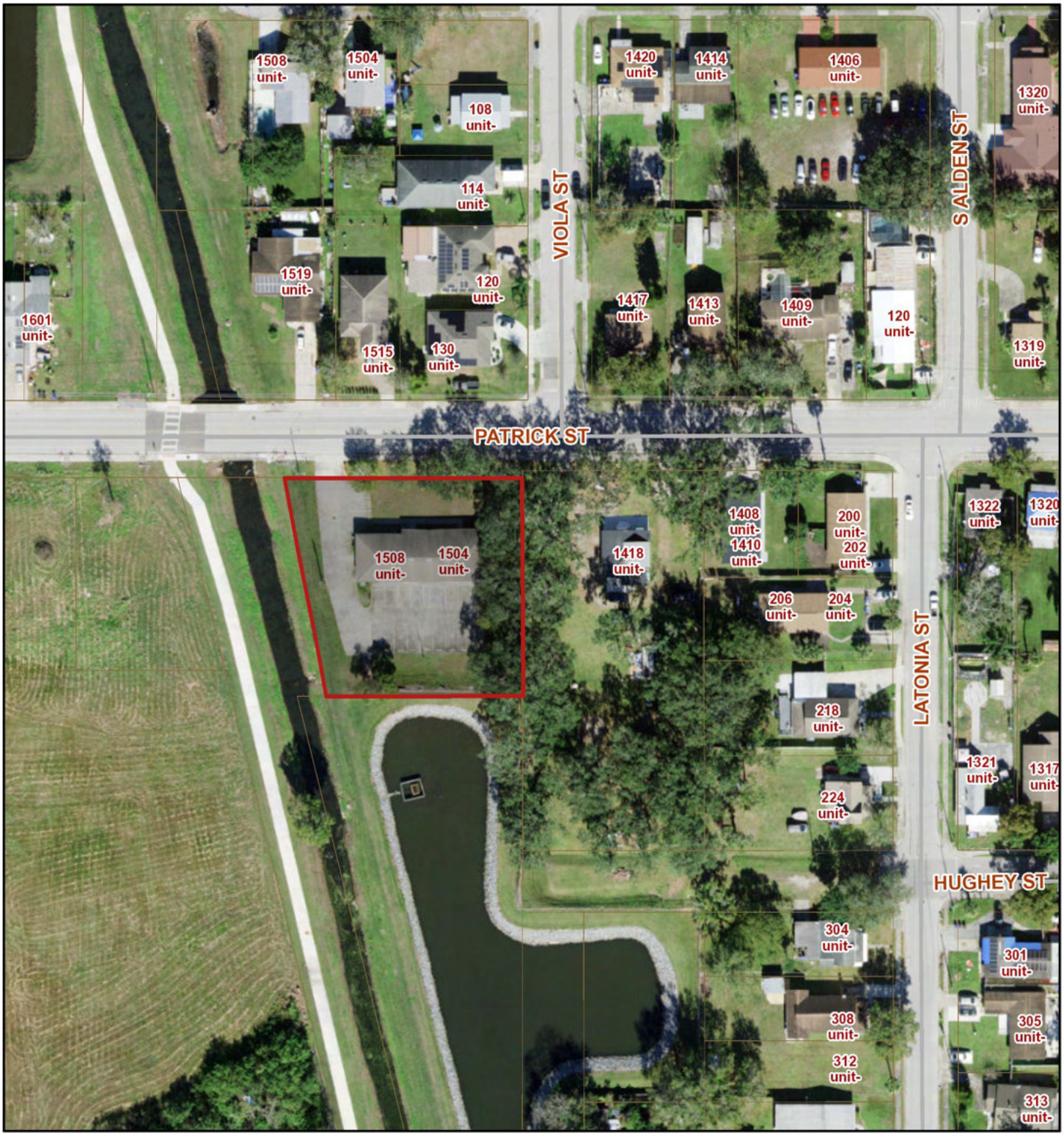
Approve w/Conditions

Department: Development Services
Presenter: Brenda Ryan

Attachment(s):

1. ZMA-24-0001 Aerial Map
2. ZMA-24-0001 Vicinity Map
3. ZMA- 24-0001 Site Data Tables
4. (S)ZMA-24-0001 Proposed Ord 24-10
5. ZMA-24-0001 CC Ad
6. Proof of Advertising (Orlando Sentinel)
7. ZMA-24-0001 PAB Actions
8. ZMA-24-0001 DRC Comments
9. ZMA-24-0001 DRC Support Documents

ZMA-24-0001
Zoning Map Amendment
1504 Patrick St.



July 8, 2024

1:1,498

0 0.01 0.02 0.04 mi
0 0.02 0.04 0.07 km

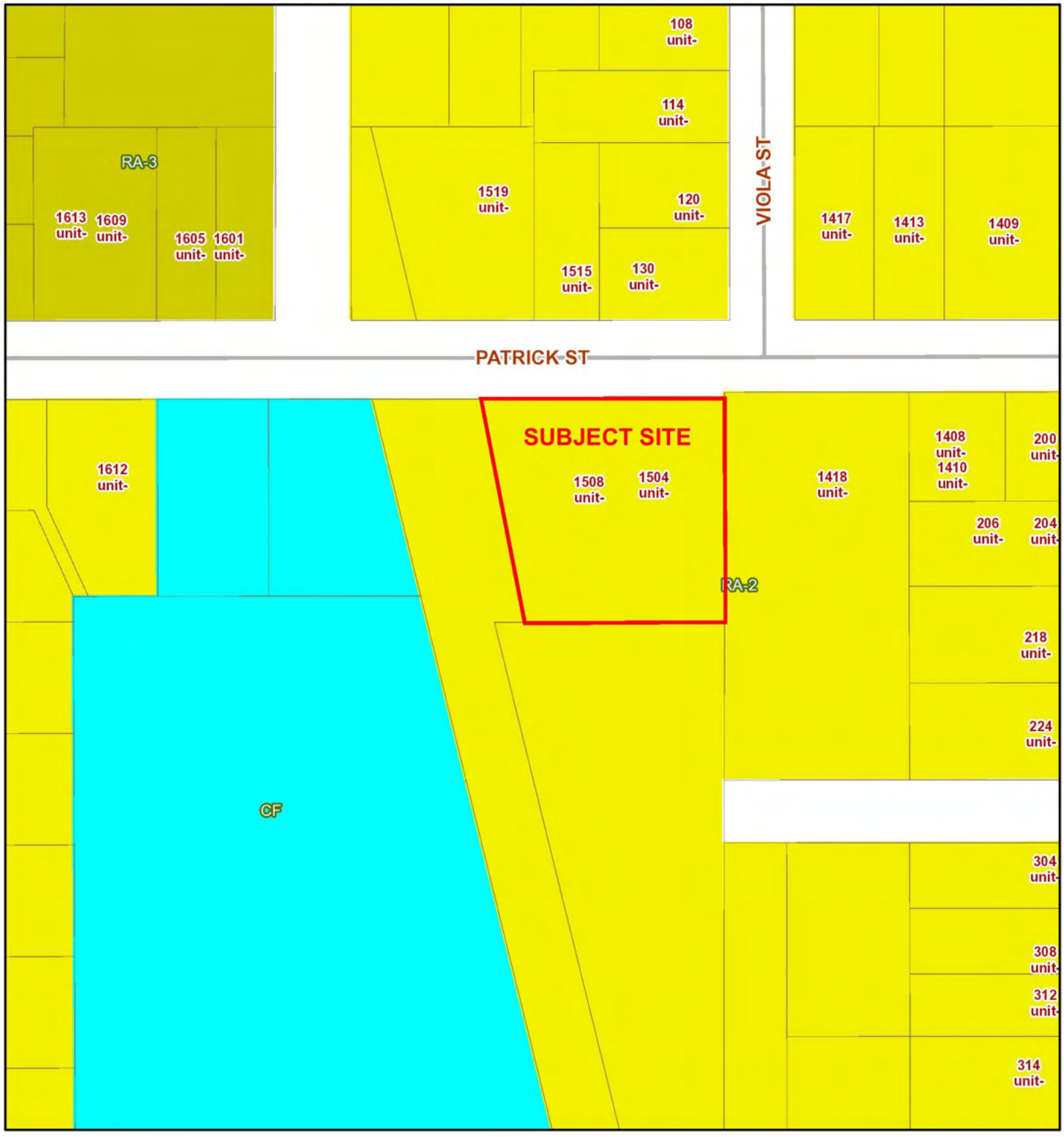
Address Points
Parcels
Road Centerlines

City Limits
CITY
COUNTY

World Imagery
Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations
30cm Resolution Metadata

State of Florida, Maxar

ZMA-24-0001



July 5, 2024

1:1,467

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

Address Points

Parcels

Road Centerlines

City Limits

CITY

COUNTY

Zoning District

AC (Agricultural Conservation)

AI (Airport Industrial)

AO (Airport Operations)

B-2 (Neighborhood Commercial)

B-3 (General Commercial)

B-5 (Office Commercial)

BP (Business Park)

Let the Children Come Center, ZMA-24-0001
Zoning Map Amendment
Parcel ID#28-25-29-1132-0001-0120; 1504 Patrick St.
South of Patrick St., West of S. John Young Pkwy.,
East of S. Palm Ave., & North of Hughey St.
Site Data Tables

Site Data	
Size	0.66 acres
Future Land Use Designation	Single Family Low Density Residential (SF-LDR) – City
Proposed Future Land Use Designation	Institutional (INST) – City
Zoning District Designation	Single Family Residential (RA-2)
Proposed Zoning District Designation	Community Facilities (CF)
Existing Overlay District	N/A
Existing Use(s)	Vacant Commercial Structure
Proposed Use(s)	Childcare Facility
Adjacent Land Use	
North	Single Family Low Density Residential (SF-LDR)
South	Conservation (CONS)
East	Single Family Low Density Residential (SF-LDR)
West	Conservation (CONS)
Adjacent Zoning	
North	Single Family Residential (RA-2)
South	Single Family Residential (RA-2)
East	Single Family Residential (RA-2)
West	Single Family Residential (RA-2)
Past/Current Project Tracking	DRC-94-027 Conditional Use (Church) DRC-97-093 Conditional Use w/Site Plan (Church) LUPA-24-0002 (*Pending*) ZMA-24-0001 (*Pending*) CU-23-0002 (*Pending*)

Comprehensive Plan Summary	
Policy 1.2.6.1, Institutional (INST): The Institutional (INST) land use designation is intended to accommodate existing public and semi-public services including: governmental administration buildings; educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities (excluding major utilities); and other similar activities. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 2.0 FAR. The Land Development Code shall implement specific development considerations for this future land use designation. Land uses such as places of worship, cultural or civic centers, and other similar public or private not-for-profit uses may be included within this land use designation.	
Potential Zoning Districts	Community Facilities (CF)
	Agriculture and Conservation (AC)
	Hospital Facilities (HF)

Zoning District Standards District Summary
Land Development Code Section 14-4-8(Q), Community Facilities District (CF) Intent: The purpose of this district is intended to accommodate many of the city's public and semi-public community facilities. Development in this district is expected to have sufficient acreage, open space, buffering, and access controls to minimize potential adverse impacts on adjacent land uses. This district is intended for use in areas which have been assigned an Institutional (INST) future land use designation by the comprehensive plan.

Comprehensive Plan Future Land Use & Zoning Comparisons		
	Existing Future Land Use & Zoning	*Requested Future Land Use & Zoning*
Uses	SF-LDR & RA-2 6 du/ac max; N/A F.A.R	INST & CF N/A du/ac; 2.0 F.A.R.
	Vacant Commercial	Childcare Facility

Public Facilities Analysis	
Transportation	
Adjacent street	Patrick St.
Street Quality of Service (QOS)	Adjacent Streets are all within City limits.
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
Is urban open space area at least 2 acres per 1,000 population?	N/A – Compliance
Is total recreation area at least 4 acres per 1,000 population?	N/A – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	N/A- Compliance

PROPOSED ORDINANCE NO. 24-10
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION THAT ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1. Ordinance No. 3068, known as the City of Kissimmee Land Development Code, is hereby amended so as to rezone the following described property to-wit:

FROM: RA-2 (Single Family Residential) – City

TO: CF (Community Facilities) – City

The subject property is located at: 1504 Patrick St. Parcel ID: 28-25-29-1132-0001-0120

Legal Description:

BRUCES SUNSHINE HOMES PHS 2 PB 6 PG 5 LOTS 11 & 12

0.66 acres, more or less.

A map of the area is included with this ordinance.

SECTION 2. Upon the effective date of this ordinance, the City Manager shall promptly cause the rezoning as provided in Section 1 herein to be entered onto the official zoning map of the City of Kissimmee.

SECTION 3. Except as hereby amended said City of Kissimmee Land Development Code Ordinance No. 3068 as heretofore amended shall remain in full force and effect.

SECTION 4. This Ordinance shall take effect 10 days after its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this **6th** day of **August**, 20**24**.

_____
Mayor - Commissioner

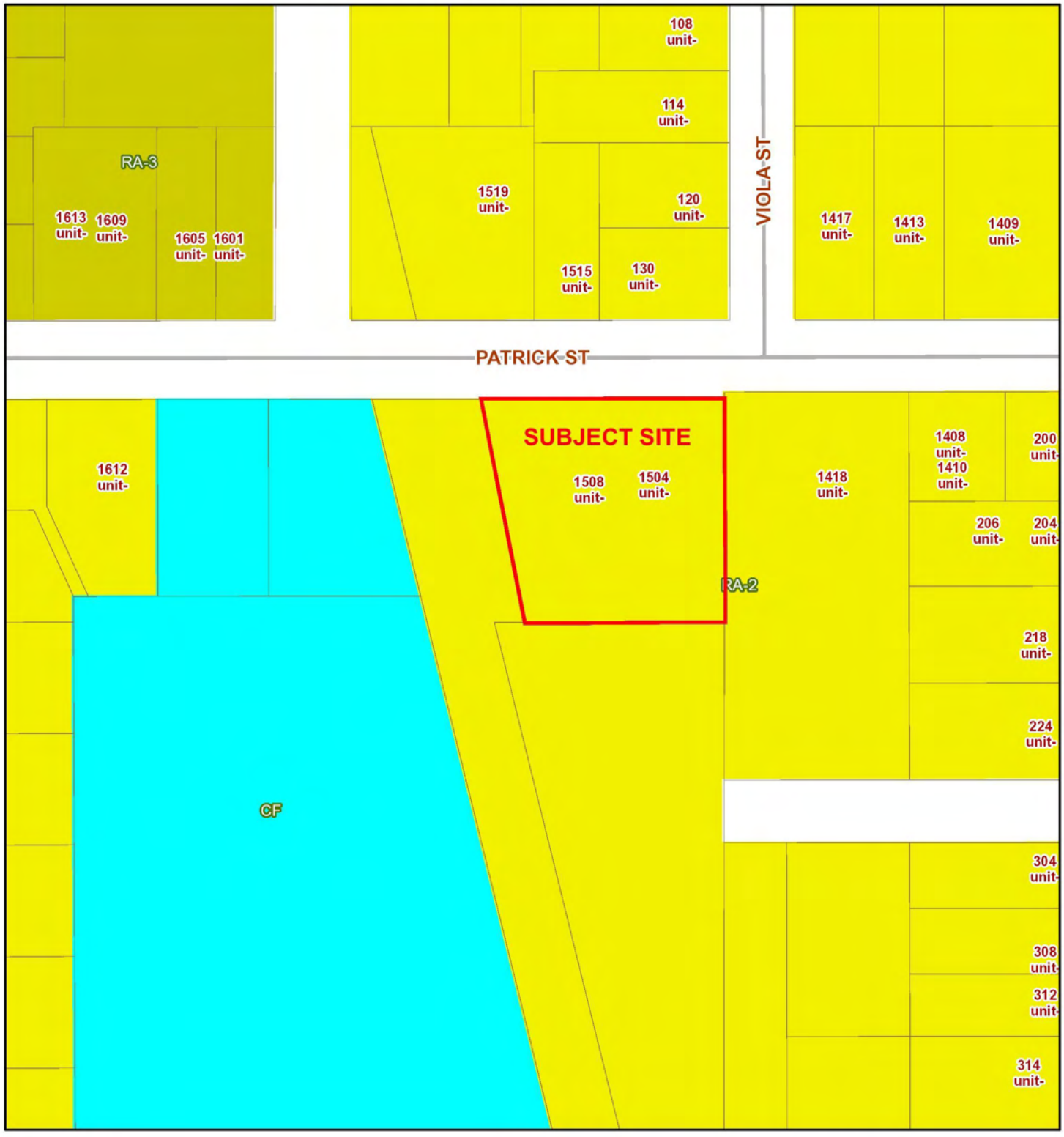
ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

ZMA-24-0001



July 5, 2024

1:1,467

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

Address Points

Parcels

Road Centerlines

City Limits

CITY

COUNTY

Zoning District

AC (Agricultural Conservation)

AI (Airport Industrial)

AO (Airport Operations)

B-2 (Neighborhood Commercial)

B-3 (General Commercial)

B-5 (Office Commercial)

BP (Business Park)

NOTICE OF PUBLIC HEARING
CITY COMMISSION

The City Commission will consider a request to amend the Official Zoning Map referenced in Ordinance No. 3068 known as the Land Development Code of the City of Kissimmee rezoning the property hereinafter described as follows:

FROM: **RA-2 (Single Family Residential) - City**

TO: **CF (Community Facilities) - City**

The subject property is located at **1504 Patrick St. Parcel ID: 28-25-29-1132-0001-0120**

Legal Description:

BRUCES SUNSHINE HOMES PHS 2 PB 6 PG 5 LOTS 11 & 12

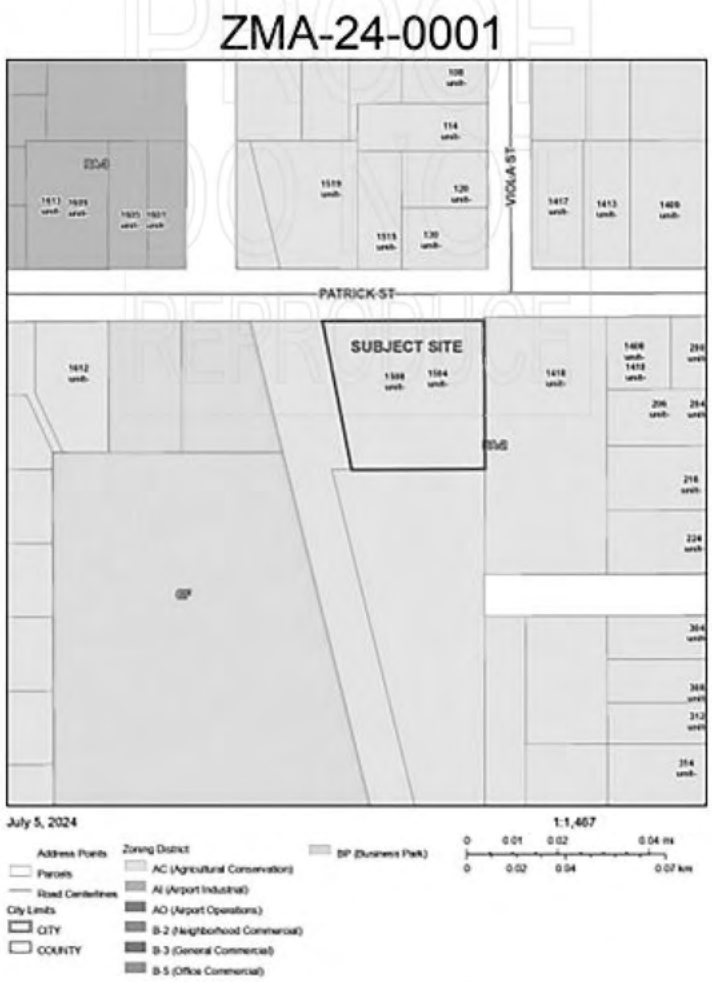
PROPOSED ORDINANCE #**24-10**: AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

The City Commission will hold a Public Hearing on **Tuesday, August 6, 2024** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, and will consider the adoption of an Ordinance to rezone the above described property following the public hearing.

A copy of the proposed Ordinance may be inspected in the office of the Development Services Department at City Hall, 101 Church Street. All interested parties may appear and be heard on the above date. Written opinion will be received until 5:30 p.m., **Tuesday, August 6, 2024.** Any questions may be directed to the Development Services Department at (407) 518-2140 or planning@kissimmee.gov.

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or meeting may be heard by participating in person.

Reference # ZMA-24-0001 CITY COMMISSION 1504 Patrick St. KISSIMMEE, FLORIDA



In accordance with Florida Statutes 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

In accordance with Florida Statues 286.0105: Any person wishing to appeal any decision made by the Planning Advisory Board with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is made.

Orlando Sentinel
MEDIA GROUP

Published Daily
ORANGE County, Florida

Sold To:
City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL, 34741

Bill To:
City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL, 34741

State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Jul 23, 2024.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams
Signature of Affiant

Rose Williams
Name of Affiant

Sworn to and subscribed before me on this 26 day of July, 2024,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).

LeAnne Rollins
Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped

7669115

Newspaper: Orlando Sentinel Advertiser: cu80085212
Issue Date: Tue, 07/23/24 Ad Number: 7669115-1

Harris

from Page 1

Biden's departure frees his delegates to vote for whomever they choose. Harris, whom Biden backed after ending his candidacy, is thus far the only declared candidate and was working to quickly secure endorsements from a majority of delegates.

A list of potential rivals to Harris dwindled after Monday's additional endorsements, including from Maryland Gov. Wes Moore, Michigan Gov. Gretchen Whitmer, Illinois Gov. J.B. Pritzker and Kentucky Gov. Andy Beshear.

Speaker Emerita Nancy Pelosi, a Democrat who had been one of the notable holdouts to Harris, initially encouraging a primary to strengthen the eventual nominee, endorsed Harris on Monday. Pelosi said she was lending her "enthusiastic support" to Harris' effort to lead the party.

More than 1,300 pledged delegates have told The Associated Press or announced that they plan to support Harris at the convention, which is more than half of the pledged delegates she needs to clinch the nomination. Democratic National Committee rules most recently set 1,976 pledged delegates as the benchmark to win the nomination.

Winning the nomination is only the first item on a staggering political to-do list for her after Biden's decision to exit the race, which she learned about on a Sunday morning call with the president.

If she's successful at locking up the nomination, she must also pick a running mate and pivot a massive political operation to boost her candidacy instead of Biden's with just over 100 days until Election Day.

On Sunday afternoon, Biden's campaign formally changed its name to Harris for President, reflecting that she is inheriting his political operation of more than 1,000 staffers and a war chest that stood at nearly $96 million at the end of June. It got bigger by Monday morning: Campaign spokesperson Lauren Hitt said Harris had raised $496 million in donations in the first 15 hours after Biden's endorsement.

Harris spent much of Sunday surrounded by family and staff, making more than 100 calls to Democratic officials to line up their support for her candidacy, according to a person familiar with the matter who spoke on the condition of anonymity. It comes as she tries to move her party past the painful, public wrangling that had defined the weeks since Biden's disastrous June 27 debate with Trump.

Speaking to party leaders, Harris expressed gratitude for Biden's endorsement but insisted she was looking to earn the nomination in her own right, the person said.

In a sign that the Democratic Party was moving to coalesce behind her, Harris quickly won endorsements from the leadership of several influential caucuses and political organizations, including the AAPI Victory Fund, which focuses on Asian American and Pacific Islander voters; the Collective PAC, focused on building Black political power; the Latino Victory Fund; and the chairs of the Congressional Progressive Caucus and the Congressional Hispanic Caucus and the entire Congressional Black Caucus.

Harris, if elected, would be the first woman and first person of South Asian descent to be president.

Notably, a handful of men who had already been discussed as potential running mates for Harris — Pennsylvania Gov. Josh Shapiro, North Carolina Gov. Roy Cooper and Arizona Sen. Mark Kelly — also swiftly issued statements endorsing her. Aides to Shapiro and Cooper confirmed that Harris spoke with them Sunday afternoon. In her brief call with Cooper, the North Carolina governor told Harris he was backing her to be the Democratic nominee, according to spokeswoman Sadie Weiner.

But former President Barack Obama held off on an immediate endorsement, as some in the party have expressed worry that the quick shift to Harris would appear to be a coronation, instead pledging his support behind the eventual party nominee.

West Virginia Sen. Joe Manchin told CBS News on Monday he would not be a candidate.

Biden planned to discuss his decision to step aside later this week in an address to the nation.

The Democratic National Convention is set for Aug. 19 to 22 in Chicago, but the party had announced it would hold a virtual roll call to formally nominate Biden before then.

The convention's rules committee is set to meet this week to finalize its nomination process, and it is unclear how it will be adjusted to reflect Biden's exit.

Democrats

from Page 1

endorsing Harris.

"Running a former prosecutor against a convicted felon, no one is better prepared to prosecute the case against Donald Trump," Fried said. "I like our odds."

At least 236 of the 254 members of Florida's delegates to the Democratic National Convention next month signed a letter pledging their support to Harris, she added.

Fried said she anticipates a renewed energy for turnout. "With Kamala Harris at the top of the ticket, everything is possible at this moment," she said.

Her candidacy has also reinvigorated Gen Z voters under 30, according to Democratic youth groups.

"Now we're not voting for two old men," said Connor Effrain, 20, president of the University of Florida College Democrats. "We're voting for an extremely old man, Trump, who's going to be the oldest nominee in American presidential history, versus a much younger candidate who really represents a new generation of American leadership and represents the antithesis to Trump."

But Gov. Ron DeSantis, who has sharply criticized Biden's fitness to lead, wrote on X Sunday that with Harris "Democrats are just rearranging the deck chairs on the Titanic."

In his view, she is "too liberal and too unaccomplished" to appeal to voters, despite her decades of public service as San Francisco District Attorney, California Attorney General and U.S. Senator. Other Republicans have called Harris a "DEI hire," echoing a popular target of the Florida governor's culture wars, "diversity, equity and inclusion" programs.

Both state and national Democratic party officials moved swiftly to present a united front, with members of the state congressional delegation, legislative caucus and convention delegates lined up to voice their support for the historic nomination of Harris, who already made history as the first Black woman vice president.

"She is the best positioned candidate to beat Donald Trump," said U.S. Rep. Debbie Wasserman Schultz, D-Weston, noting that as a prosecutor in California Harris prosecuted felons and put rapists behind bars. "She is the ultimate contrast to a lawless and toxic Trump, and represents the next generation of Democratic leaders who can directly confront Trump's fitness for office."

Harris earned the chance to be the party's nominee by successfully defeating the Trump-Pence ticket as Biden's running mate in 2020, working alongside Biden for four years, and helping Biden earn the millions of votes in the 2024 presidential primary, Wasserman Schultz said. "No doubt she can beat this con man again."

Within 24 hours of announcing Harris would seek the nomination, the Democratic National Committee raised $81 million, Wasserman Schultz added.

"The Florida Democratic Party and the DNC must be more united than ever," Fried said.

Florida's large number of independent voters could swing toward Harris, Fried said. One third of the state's electorate has no party affiliation, Fried said, and those independent voters went 60% to 70% for Democrats in recent elections.

Democrats are united, State Sen. Shevrin Jones of Miami said, because "everybody knows what is at risk if we go into a contentious convention."

The endorsement of Harris has generated excitement among would-be voters, according to an analysis by QR Code Generator of Google search data.

Searches for registering to vote "exploded by 1,011% following Sunday's events," the highest they've been in the past month, the online analytics company reported. The searches were highest in Florida, with four of the top five metro areas in Florida.

Searches for "donate to Harris" and "ActBlue," a left-leaning political committee, also surged.

"This increase in 'register to vote' searches was most pronounced in Florida, which will prove pivotal in the race to 270 electoral college votes this November," said Marc Porcar, CEO of QR Code Generator, which generates free QR codes and also offers analytics services on how QR codes are being used.

State Rep. Fentrice Driskell, D-Tampa, said that having Harris at the top of the ticket in Florida will help with down ballot races where Democrats are trying to win more seats in the Florida Legislature to break the Republican supermajority stronghold.

But one prominent Biden fundraiser, Orlando attorney John Morgan, said he was disappointed in the Harris wave.

"I'm burned out," Morgan said in an email. "And I wanted a convention not a coronation."

"I love the historical aspect of her story," said Morgan, who continued to raise money for Biden even after switching his registration to independent in 2017. "I just don't think she can win."

Matt Isbell, a Democratic elections analyst, cautioned that the party's enthusiasm for Harris doesn't mean Florida will stop being a stronghold for Trump supporters.

In 2020, Trump defeated Biden in Florida by about 3.4 percentage points

Isbell also said that many younger voters still may stay home on election day, failing to boost the Democrats as they hope.

Others see Harris as a game changer.

Samuel Vilchez Santiago, 27, chair of the Orange County Democratic Executive Committee and one of the youngest members of the Democratic National Committee, said he was thrilled to announce the unanimous endorsement of his committee for a Harris presidential bid.

"As young people we see in Kamala Harris a leader who sees our hopes and dreams for a brighter and more inclusive future," Santiago said.

Harris is a huge pivot for young voters, agreed Jayden D'Onofrio, 19, a Tallahassee Community College student who co-founded the Florida Future Leaders PAC earlier this year along with the chairs of the state High School and College Democrats and others.

"Kamala has established herself for a while now as someone who is definitely in line with youth on the issues," D'Onofrio said. "There's a new sort of motivation and energy there now that wasn't there before. There's no sugarcoating it, the past month has been absolute hell for Democrats. And I think the past 24 hours have completely flipped the script."

Alissa Gary of the Sentinel staff contributed to this story.

NOTICE OF PUBLIC HEARING
CITY COMMISSION

The City Commission will consider a request to amend the Official Zoning Map referenced in Ordinance No. 3068 known as the Land Development Code of the City of Kissimmee rezoning the property hereinafter described as follows:

FROM: **RA-2 (Single Family Residential) - City**

TO: **CF (Community Facilities) - City**

The subject property is located at **1504 Patrick St. Parcel ID: 28-25-29-1132-0001-0120**

Legal Description:

BRUCES SUNSHINE HOMES PHS 2 PB 6 PG 5 LOTS 11 & 12

PROPOSED ORDINANCE **#24-10**: AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

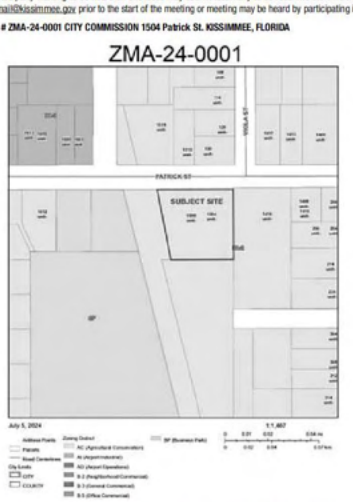
The City Commission will hold a Public Hearing on **Tuesday, August 6, 2024** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, and will consider the adoption of an Ordinance to rezone the above described property following the public hearing.

A copy of the proposed Ordinance may be inspected in the office of the Development Services Department at City Hall, 101 Church Street. All interested parties may appear and be heard on the above date. Written opinion will be received until 5:30 p.m., **Tuesday, August 6, 2024.** Any questions may be directed to the Development Services Department at (407) 518-2140 or planning@kissimmee.gov.

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or meeting may be heard by participating in person.

Reference # ZMA-24-0001 CITY COMMISSION 1504 Patrick St. KISSIMMEE, FLORIDA

ZMA-24-0001



In accordance with Florida Statutes 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

In accordance with Florida Statutes 286.0105: Any person wishing to appeal any decision made by the Planning Advisory Board with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is made.

CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
NOTICE OF LAND USE CHANGE

The City of Kissimmee proposes to adopt the following ordinance that would change the use of land as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the Second and Final Reading of the proposed ordinance on **Tuesday, August 6, 2024 at** 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

PROPOSED ORDINANCE**# 24-09**: AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

The purpose of this Public Hearing is to make a recommendation to the City Commission concerning the request to amend Ordinance No. 3050. The proposed Ordinance would amend the 2025 Future Land Use Map of the Kissimmee Comprehensive Plan by changing the land use classification for the area described below as follows:

FROM: **SF-LDR (Single Family Low Density Residential)- City**

TO: **INST (Institutional)-City**

The subject properties are located at **1504 Patrick St.; Parcel ID# 28-25-29-1132- 0001-0120**

Legal Description:

BRUCES SUNSHINE HOMES PHS 2 PB 6 PG 5 LOTS 11 & 12

The proposed amendment and the supporting documents, including a parcel description, may be inspected in the Development Services Department, City Hall, 101 Church Street, Kissimmee, Florida, between 8:00 a.m. and 5:00 p.m., Monday through Friday. Please direct any questions to the Development Services Department, (407) 518-2140 or planning@kissimmee.gov.

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or may be heard by participating in person.

Reference # LUPA-24-0002 CITY COMMISSION Let the Children Come LUPA KISSIMMEE, FLORIDA

LUPA-24-0002



In accordance with Florida Statutes 286.0105: any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

MEETING ACTIONS
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, JULY 17, 2024 AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Board Member Alex Alemi, Board Member Rebeca Marin, Board Member Diana Marrero-Pinto, Board Member Robert Spalding, Board Member Aaron Sabino
Staff Present: Brenda Ryan, Planning Manager, Cristian Arias, Senior Planner, John Rabon, Senior Planner, Ryan Altizer, Planner II, Kalanit Oded, Assistant City Attorney, Kayla Smith, Administrative Assistant II.
Members Absent: Board Member Robert Bussiere, Board Member Sylvette Santos

Diana Marrero-Pinto called the meeting to order at 6:01.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Diana Marrero-Pinto led the audience in the Pledge of Allegiance

3. MINUTES

4. OLD BUSINESS

5. NEW BUSINESS

5.A Public Hearing - An Ordinance amending the Future Land Use Map designation from Single Family Low Density Residential (SF-LDR) to Institutional (INST): 1504 Patrick St. - LUPA-24-0002, Proposed Ordinance #24-09

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

Board Member Robert Spalding made a motion to Approve. Board Member Alex Alemi seconded the motion.

AYE: Board Member Spalding, Board Member Marrero-Pinto, Board Member Alemi, Board Member Sabino, Board Member Marin
NAY: None

Motion to Approve 5 - 0.

5.B Public Hearing - An Ordinance amending the Zoning Map designation from Single Family Residential (RA-2) to Community Facilities (CF): 1504 Patrick St. - ZMA-24-0001, Proposed Ordinance #24-10

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Board Member Aaron Sabino made a motion to Approve w/Conditions. Board Member Alex Alemi seconded the motion.

AYE: Board Member Spalding, Board Member Marrero-Pinto, Board Member Alemi, Board Member Sabino, Board Member Marin
NAY: None

Motion to Approve w/Conditions 5 - 0.

6. PUBLIC HEARINGS

7. DISCUSSION

Board members discussed plans to do a workshop regarding the Comprehensive Plan.

8. HEAR CHAIRMAN AND BOARD MEMBERS

9. ADJOURNMENT

There being no further business to come before the Planning Advisory Board, Vice-Chairman Diane Marrero-Pinto adjourned the meeting at 6:26 p.m.

DEVELOPMENT PROJECT COMMENT FORM

CITY OF KISSIMMEE 1883

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

DATE: 5/29/2024
PROJECT: 1504 Patrick St
DRC NUMBER: ZMA-24-0001
REVIEW NUMBER: 1

Review Status:
APPROVED WITH CONDITIONS

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - Ryan.Kilman@kissimmee.gov
ADVISORY COMMENTS (No Responses Necessary):

GENERAL INFORMATION:

- All applicable code requirements of the City of Kissimmee Code of Ordinances shall be adhered to for any proposed use(s) and its processes.
- If you have any questions regarding the comments/conditions above, please use the contact information provided above.

###

CITY OF KISSIMMEE 1883

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

ADDRESS: 1504 Patrick St. **DATE: 5/30/2024**
PLAN NUMBER: ZMA-24-0001
PROJECT NAME: Let the Children Come LUPA
REVIEW VERSION NUMBER: V21

Review Status:
APPROVED WITH CONDITIONS.

PLANNING - Brenda Ryan - 407.518.2104 - Brenda.Ryan@kissimmee.gov
Comments/Conditions (if applicable):

1. Approval of a Zoning Map Amendment to change the Zoning designation from Single Family Residential (RA-2) to Community Facilities (CF) for a proposed daycare center.
2. This ZMA approval is subject to the approval of the associated Land Use Amendment application (LUPA-24-0002).
3. Note that a separate Conditional Use (CU) approval by the Planning Advisory Board (PAB) is required to establish a daycare. A CU application has been previously submitted (CU-23-0002). This Rezoning application and the associated Land Use Amendment (LUPA-24-0002) must be approved prior to the approval of CU-23-0002 by the PAB.
4. Subject to PAB and City Commission approval.
5. For your information, any Mobility and Impact fees will be due at time of permit issuance. To find out more information please contact Juan F. Hernandez at 407-518-2233 of the Development Services Building Division for Mobility fees. Contact Toho Water Authority at 407-944-5000 for water/sewer impact fees and the School District for school impact fees.
    a) **The city has adopted new Police and Fire fees. Only building permits submitted and paid for before the effective date of December 25, 2023 will be exempt from the new Police and Fire Impact Fees.**

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.

DEVELOPMENT PROJECT COMMENT FORM

CITY OF KISSIMMEE 1883

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

Click or tap to enter a date.

ADDRESS: 1504 Patrick St. **DATE: May 2, 2024**

PLAN (DRC) NUMBER: ZMA-24-0001

Review Status:
CHOOSE REVIEW STATUS.

OSCEOLA COUNTY SCHOOL DISTRICT - Rhonda Blake - 407.518.2964 - Rhonda.Blake@osceolaschools.net

Comments/Conditions (if applicable):

A more accurate report can be generated with the submittal of a detailed Site and Development Plan application which indicates the actual number of dwelling units proposed. The School District of Osceola County reserves its right to ensure proper mitigation of any impact on school capacity and the collection of Educational System Impact Fees.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
PLANNING SERVICES DEPARTMENT
SCHOOL CAPACITY REPORT

CoK

SDOC#: 2023/24-0136 DRC#: ZMA-24-0001

Current FLU: INCORP
Requested FLU: N/A

PROJECT NAME: 1504 Patrick St.

Current Zoning: SF
Requested Zoning: CF

PROJECT LOCATION: 1504 Patrick St., Kissimmee

COMMENTS DUE DATE: 5.29.24

PID: 28-25-29-1132-0001-0120

A more accurate report can be generated with the submittal of a detailed Site and Development Plan application which indicates the actual number of dwelling units proposed. The School District of Osceola County reserves its right to ensure proper mitigation of any impact on school capacity and the collection of Educational System Impact Fees.

DEVELOPMENT PROJECT COMMENT FORM

CITY OF KISSIMMEE 1883

THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

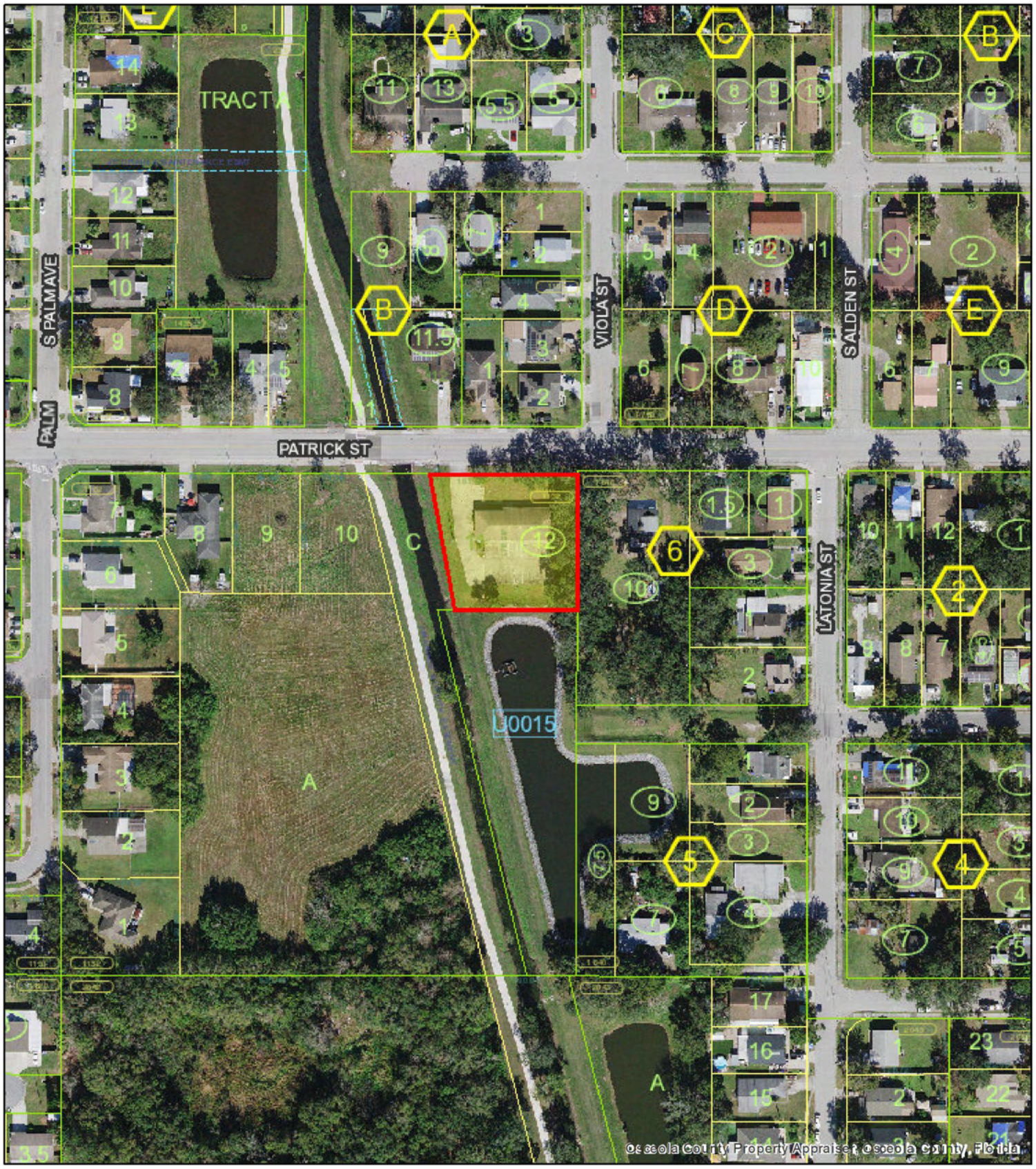
ADDRESS: 1504 PATRICK ST. **DATE: 5/15/2024**
PLAN (DRC) NUMBER: ZMA-24-0001
V1

Review Status:
APPROVED.

FIRE DIVISION - Chris Alessandri - 407.518.2339 - Chris.Alessandri@kissimmee.gov
Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Comments/Conditions (if applicable):

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.



Aerial Map

Date Generated: 4/19/2024

0 80 160 ft

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

This instrument prepared incidental to the writing of title insurance policy(ies) by:
Land Title Professionals, LLC
1341 East Irlo Bronson Memorial Highway
St. Cloud, FL 34771
(321) 248-6333
File No 2022-4728

Documents have been recorded electronically from Simplifile.

Date: 10/4/22

County: OSCEOLA

Book/Page: 6294/1964

Parcel Identification No: 282529113200010120

WARRANTY DEED

This indenture made the 30th day of September, 2022 between **Jamdar Holding LLC, a Florida Limited Liability Company**, whose post office address is: PO BOX 452231, Kissimmee, FL 34745, Grantor, to **Let The Children Come Center Inc, a Florida Corporation**, whose post office address is: 3567 Palmetto Groves Way, Orlando, FL 32824 , Grantees:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Osceola County, Florida, to-wit:

Lots 11 and 12, Bruce's Sunshine Homes, Phase Two, according to the Plat thereof, recorded in Plat Book 6, Page(s) 5, of the Public Records of Osceola County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

FURTHER, the Grantor here by covenants with said Grantee that the Grantor is lawfully seized of said real property in fee simple; that the Grantor has good right and lawful authority to sell and convey said real property; that the Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever; and that said real property is free from all encumbrances; except taxes and assessments accruing subsequent to December 31, 2021 and all subsequent years, and all conditions, restrictions, reservations, limitations, easements of record, if any, zoning and other governmental regulations and other matters of record, provided however, this reference shall not serve to reimpose same.

This instrument prepared incidental to the writing of title insurance policy(ies) by:
Land Title Professionals, LLC
1341 East Irlo Bronson Memorial Highway
St. Cloud, FL 34771
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In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS #1
PRINTED NAME: Amy Buehler

WITNESS#2
PRINTED NAME: Casey Baker

Jamdar Holding LLC, a Florida Limited Liability Company
By: Power Pool Ball LLC, Manager

By: _____
James Moore, AP

By: _____
Darcell Moore, AP

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of (✓) physical presence or ( ) online notarization this 30th day of September, 2022, by James Moore & Darcel Moore, AP's of Power Pool Ball, LLC, Manager of Jamdar Holding LLC, a Florida Limited Liability Company.

_____
Signature of Notary Public
Print, Type/Stamp Name of Notary

AMY BUEHLER
MY COMMISSION # GG 367062
EXPIRES: August 19, 2023
Bonded Thru Notary Public Underwriters

Personally Known:_____ OR Produced Identification: ✓
Type of Identification
Produced: adl

Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
www.property-appraiser.org
Osceola County Government Center
2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744
Ph: (407) 742-5000 Fax:(407) 742-4900

Parcel: 28-25-29-1132-0001-0120

Image Not Available

Owner Information

Owner Name	LET THE CHILDREN COME CENTER INC
Mailing Address	3567 PALMETTO GROVES WAY ORLANDO, FL 32824
Physical Address	1504 PATRICK ST, KISSIMMEE FL 34741
Description	CHURCHES-IMP
Tax District	200 - KISSIMMEE

Tax Values

Current Values		Certified Values	
Current Value represents working appraised values as of 04/18/2024, which are subject to change prior to certification		**Certified Value represents certified values that appeared on the tax roll as of 10/04/2023**	
Land	$345,000	**Land**	$310,500
AG Benefit	$0	**AG Benefit**	$0
Extra Features	$12,800	**Extra Features**	$12,900
Buildings	$182,100	**Buildings**	$183,700
Appraised(just)	$539,900	**Appraised(just)**	$507,100
Assessed(estimated)	$539,900	**Assessed***	$507,100
Exemption(estimated)	$0	**Exemption**	$0
Taxable(estimated)	$539,900	**Taxable**	$507,100
*** Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap**		*** Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap**	

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	6294-0964	$650,000	2022-09-30	WD
1	4585-0412	$60,000	2014-03-20	WD
2	4460-2560	$0	2013-06-20	QC
3		$0	2001-03-30	NC
4	1211-1592	$35,000	1994-09-08	WD
5	1174-0144	$0	1994-02-16	DC

Land Information - Total Acreage: 0.66

Land Description	Units	Depth	Land Type	Land Value
COMMERCIAL SF	28749.52	0.00	SF	$345,000

Extra Features

Extra Feature	Units	Year Built	Feature Value
COMMERCIAL-ASPHALT PAVING PER PARKING SPACE AVERAG	20	2000	$6,890
COMMERCIAL-PARKING CURBS/BUMPERS	20	2000	$98
COMMERCIAL-CONCRETE PAVEMENT AVERAGE	3567	2000	$5,151
COMMERCIAL-CONCRETE PAD/PATIO AVERAGE	480	2000	$691

Building Information

Building 1

Description	EDUCATION/RELIGIOUS - CHURCH	**Bedrooms**	
Year Built	2000	**Bathrooms**	
Value	$182,100	**Fixtures**	6
Actual Area	3256	**Roof Cover**	4 COMPOSITE SHINGLE
Heated Area	3201	**Exterior Wall**	(1.00) 14 CONCRETE BLOCK STUCCO/BRICK

Building 1 subarea

Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	2000	3201
OPEN PORCH FINISHED	OPF	2000	55

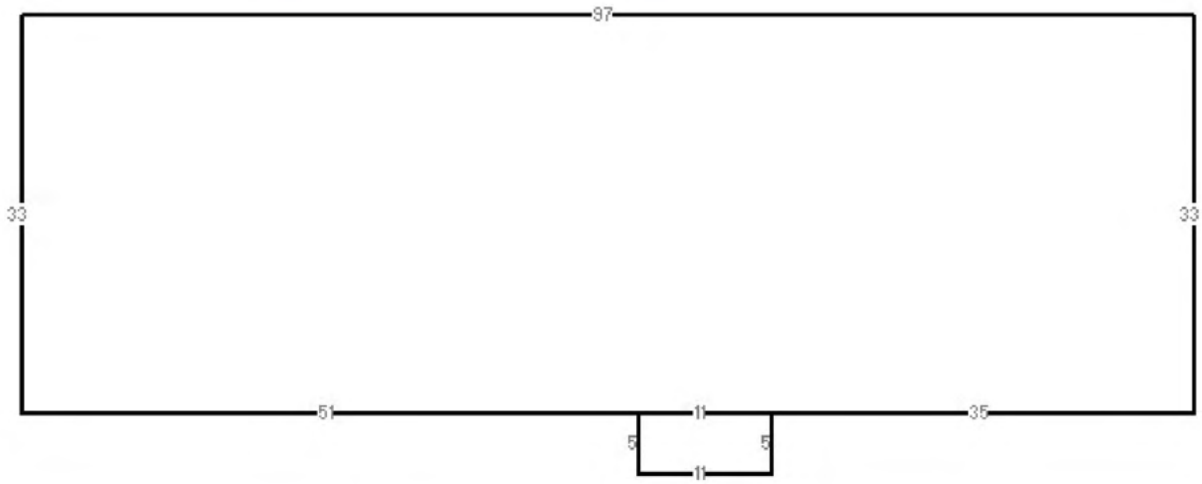
Legal Description

Legal Description	BRUCES SUNSHINE HOMES PHS 2 PB 6 PG 5 LOTS 11 & 12

Building 1 Property Photo



Building 1 Sketch



2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 20, 2024
Secretary of State
3324171570CC

DOCUMENT# P17000004848

Entity Name: LET THE CHILDREN COME CENTER INC

Current Principal Place of Business:

4340 W VINE
KISSIMMEE, FL 34746

Current Mailing Address:

3567 PALMETTO GROVE WAY
ORLANDO, FL 32824

FEI Number: 81-5083115

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ROSA, GARCIA I
3567 PALMETTO GROVE WAY
ORLANDO, FL 32824 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: ROSA I GARCIA 02/20/2024

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	V
Name	GARCIA, ROSA I	Name	RODRIGUEZ, CIRILO E
Address	3567 PALMETTO GROVE WAY	Address	3567 PALMETTO GROVE WAY
City-State-Zip:	ORLANDO FL 32824	City-State-Zip:	ORLANDO FL 32824

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: ROSA I GARCIA OWNER 02/20/2024

Electronic Signature of Signing Officer/Director Detail — Date

Let The Children Come

April, 23 2024

Dear Planning Department,

I, Rosa I. Garcia, owner and CEO of Let the Children Come Center Inc., would like to request the removal of Jason Rivera (with email jrivera@constructionlabllc.com) from City of Kissimmee Energov system. I would like to have access and full control of this account, mostly to receive communication with the recently submitted application ZMA-24-0001 and LUPA-24-0002.

Here is my contact information:

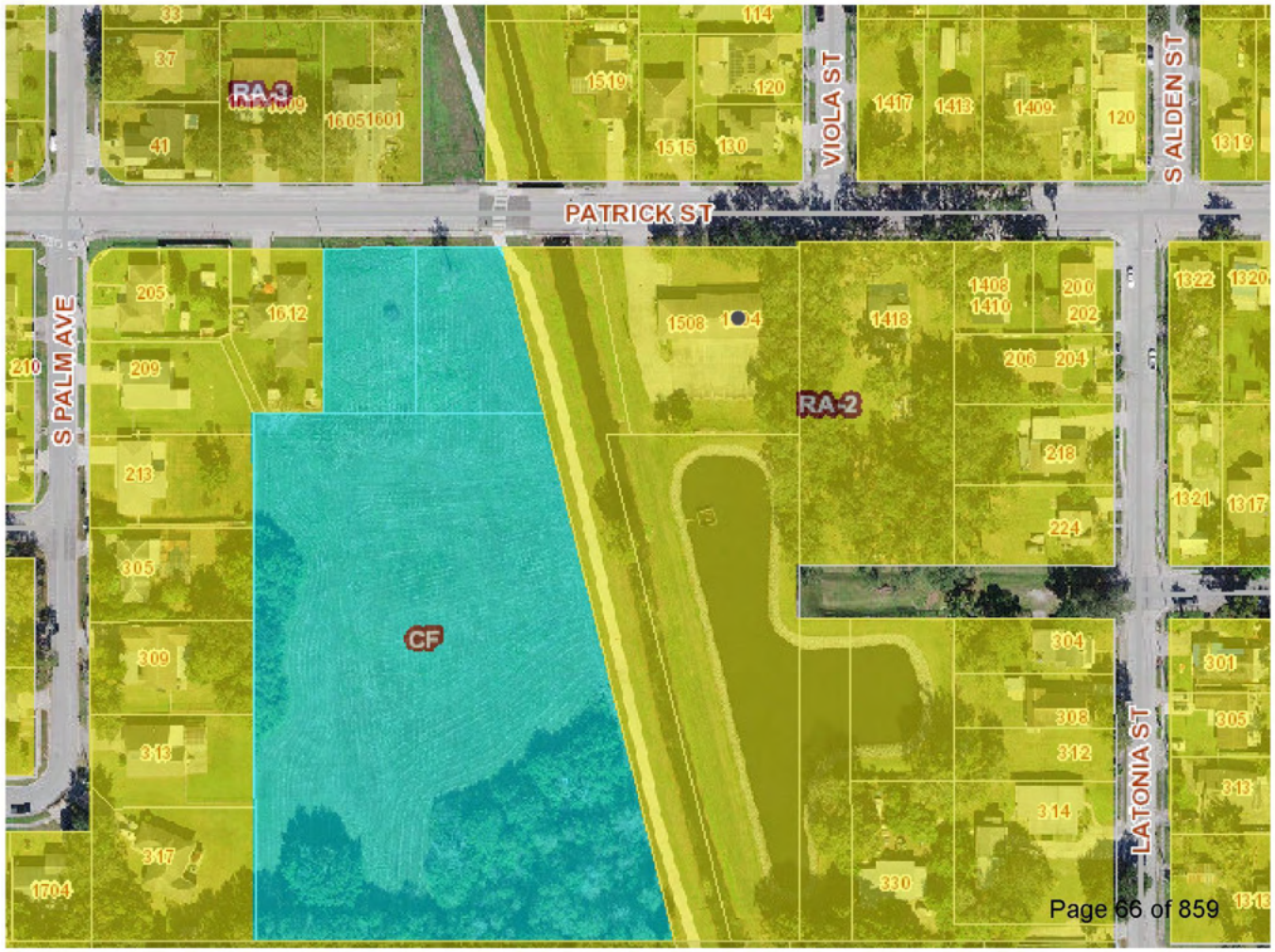
Rosa I. Garcia
Email: jehova007@aol.com
Phone: (407) 800 20 46

Sincerely,

Rosa Garcia
Rosa Garcia

FLORIDA NOTARY ASSOCIATION • SINCE 1978 •

LIZBETH MUNOZ
Notary Public
State of Florida
Comm# HH363503
Expires 2/16/2027


PATRICK ST
S PALM AVE
VIOLA ST
S ALDEN ST
LATONIA ST
RA-3
RA-2
CF
33
37
41
1605
1601
1519
1515
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ITEM 4.C

Public Hearing - First Reading - Proposed Ordinance # 24-11 - Repealing the Charter School Advisory Board

AN ORDINANCE REPEALING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, DIVISION 9, CHARTER SCHOOL ADVISORY BOARD, SECTIONS 2-334 THROUGH 2-336; AND PROVIDING AN EFFECTIVE DATE

Request

Approval of the First Reading of Proposed Ordinance #24-11 repealing the Charter School Advisory Board.

Explanation

On November 22, 2023, the City entered into an agreement to sell the Kissimmee Charter School to Imagine Kissimmee Charter Academy, LLC. As a result, the City is no longer involved in the governance or funding of the school. This ordinance repeals the City ordinance related to the Charter School Advisory Board, which was created to provide oversight for the school.

Recommendation

Approval of the First Reading of Proposed Ordinance # 24-11 repealing the Charter School Advisory Board.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proposed Ordinance 24-11 - Repealing Charter School Advisory Board
2. Proposed Ordinance 24-11 - Proof of Advertising (Publication Date: August 1, 2024)

PROPOSED ORDINANCE NO. 24-11
ORDINANCE NO. _____

AN ORDINANCE REPEALING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, DIVISION 9, CHARTER SCHOOL ADVISORY BOARD, SECTIONS 2-334 through 2-336; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The City of Kissimmee sold the Charter School (Parcel 11-25-29-00U0-0015-0000) to Image Kissimmee Charter Academy, LLC and the City is no longer involved in the school administration or funding, therefore the City no longer needs a Charter School Advisory Board.

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

SECTION 1. Chapter 2, Article III, Division 9, of the Code of Ordinances of the City of Kissimmee, Florida, titled, Charter School Advisory Board, is hereby repealed:

For purposes of changes to the text of the Code of Ordinances as set forth below, underlined words indicate additions to existing text, and ~~stricken~~ words include deletions from existing text.

- ~~*Sec. 2-334. - Creation, membership, qualifications and term.*~~

~~*The charter school advisory board, which shall consist of six members, five voting members and one non-voting. The voting members shall consist of two business persons; and three parents. All voting members must be county residents and shall serve a term of four years. All terms shall expire on September 30 of the last year of each term. A teacher representative shall serve as a non-voting member. The teacher shall be a nominee employed by the charter school whose appointment shall be affirmed by the board on an annual basis.*~~

- ~~*Sec. 2-335. - Quorum; chairman.*~~

~~*In order to conduct business, the board must have a quorum of three members. Matters requiring a vote shall be approved only by a favorable vote of a majority of the members present. A chairman and vice chairman shall be elected annually by the board.*~~

- ~~*Sec. 2-336. - Duties.*~~

~~*The board shall have the power to formulate and adopt rules and regulations, amendments thereto, and to recommend to the city commission such actions to govern the operation of the Kissimmee Charter School in accordance to the charter issued by the school board.*~~

~~*The Charter School's annual budget shall be approved by the board; however, any expenditure over $50,000.00 for goods or services must also be approved by the city manager or his or her designee.*~~

SECTION 3. All Ordinances in conflict herewith are hereby repealed.

SECTION 4. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 5. The City Attorney may correct scrivener's errors found in this ordinance by filing a corrected copy of this ordinance with the City Clerk.

SECTION 6. This Ordinance shall take effect on June 30, 2024.

BE IT ORDAINED by the City Commission of the City of Kissimmee on this 20th day of August 2024.

_____
Olga Gonzalez, Mayor-Commissioner

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legality:

_____
Olga Sanchez de Fuentes, City Attorney

Column

INTERIM AD DRAFT

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Notice ID: qIX1SF1wfeXRKFz8ZJlo | **Proof Updated: Jul. 23, 2024 at 11:46pm EDT**
Notice Name: COK*ORDINANCE 24-11*PUBLIC HEARING/READING

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NOTICE OF PUBLIC HEARING AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, August 6, 2024,** at **6:00 p.m.** in the City Commission Chambers, Municipal Administration Building, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, August 20, 2024,** at **6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at the Municipal Administration Building, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #24-11

AN ORDINANCE REPEALING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, DIVISION 9, CHARTER SCHOOL ADVISORY BOARD, SECTIONS 2-334 THROUGH 2-336; AND PROVIDING AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
August 1, 2024

ITEM 7.A

Approval of City Commission Minutes from the July 2, 2024, and July 16, 2024, Commission Meeting and July 16, 2024, and July 23, 2024, Commission Workshops

Request

Request Commission approval of the minutes from the July 2, 2024, and July 16, 2024, Commission Meetings and July 16, 2024, and July 23, 2024, Commission Workshops.

Explanation

Minutes of the Commission Meetings and Workshops held on July 2, 2024, July 16, 2024, and July 23, 2024, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Department: City Commission
Presenter:

Attachment(s):

1. (S) - CCM MIN JUL 02 2024
2. (S) - CCM MIN JUL 16 2024
3. (S) - CCM MIN JUL 16 2024 (CRA Workshop)
4. (S) - CCM MIN JUL 23 2024 (Budget Workshop)

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JULY 2, 2024 AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Commissioners Olga Castano, Angela Eady, Carlos Alvarez, III, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, City Clerk Linda Hansell
Members Absent: Mayor-Commissioner Olga Gonzalez, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Check Presentation By Congressman Darren Soto

Congressman Darren Soto will present a check for $1.8 million in federal appropriations for the Kissimmee Hotel-Conversion Affordable Housing project.

(Presentation 6:37 p.m.) Representative Darren Soto's presentation was delayed during the meeting and started immediately following "Hear the Audience". Prior to the check presentation, Representative Soto provided an update on funding allocations and for specific projects, as listed: Rapid Rehousing, Infrastructure Law, CHIPS Act, Inflation Reduction Act, and the Pact Act. But the highlight of today's presentation is the $1.8 million approved Community Project funds for affordable housing for The Haven on Vine, which was approved and pasted in this budget. He applauded the City for its continued aggressiveness in addressing homelessness and affordable housing.

Representative Soto continued his presentation and thanked Commissioner Martinez for her participation in the recent Round Table event. He discussed projects under way which included: $1.25 million for Columbia Avenue, $1 million for Kissimmee Airport, $3.5 million for Orange/Osceola improvement to I-4, $1.3 billion for Poinciana Parkway, $6 billion for expansion for, connection to SunRail and Brightline with a stop in Osceola County which would allow for weekend travel, SunRail routes to the Airport, theme parks and routes that would go to Tampa and Brightline to Miami.

Representative Soto commended the City on working on developing downtown Kissimmee with grants and programs to benefit businesses and improve commerce. The events like Boo on Broadway, Juneteeth, Pride Fest, and July 4th bring people to downtown. Downtown housing is being developed with several walkable projects and that will bring more people into downtown and drive the economy forward. He thanked the City for being great landlords and partnering with him to keep his office in his hometown of Kissimmee.

Representative Soto wrapped up his presentation with comments on the Veterans Clinic

opening in downtown, NeoCity receiving the only CHIPS and Science Act funds in the State of Florida, which is being used for Aerospace. Valencia has graduated their first technicians who can now work on the Aerospace project for manufacturing and production. He discussed working with Toho Water to apply for funding to expand water supplies, and funding for $600,000 for the design work with the Army Corp of Engineers for the Lake Toho and Shingle Creek project which prioritized to improve the lake which will be approximately $160 million for the entire project.

The Commission wholeheartedly thanked Representative Soto for all the things he accomplished this year for the City as well as Osceola County, looking forward to working with him on future projects.

3.B Proclamation - Parks and Recreation Month

To present a proclamation to Ed Kilroy, Chairman of the Parks and Recreation Advisory Board, in honor of Parks and Recreation Month.

City Manager Steigerwald read a proclamation in honor of Parks and Recreation Month as Vice-Mayor Castano and the City Commission presented the proclamation to Parks and Recreation Board Chairman, Ed Kilroy, who was joined by members of the Parks and Recreation Advisory Board.

Chairman Kilroy stated the Parks and Recreation Advisory Board is excited to be part of the progress being made in the City.

3.C Proclamation- 10th Anniversary of RISE Community Solutions

To present a proclamation to Morgan Clement, Director of Advancement of RISE Community Solutions for their 10th year anniversary.

City Manager Steigerwald read a proclamation in honor of the 10th Anniversary of RISE Community Solutions as the Vice-Mayor and Commissioners presented a proclamation in their honor to Morgan Clement, Director of Advancement for RISE.

Ms. Clement thanked the City of Kissimmee for recognizing their organization and stated it is an honor to offer services to our citizens.

3.D Employee of the Month for July

That the Commission join the City Manager in recognizing William "Will" Cruz of the Development Services Department as the Employee of the Month for July.

City Manager Steigerwald introduced Will Cruz of the Development Services Department, who is a Code Enforcement Officer. Code Enforcement Officers have one of the most difficult jobs in the City and Will is recognized for being respectful and having a fantastic personality, which is what makes him so exceptional at his job. All of these qualities led to his nomination and selection as Employee of the Month.

City Manager Steigerwald reminded everyone that the Employee of the Month is not selected by the Commission, City Manager, or department heads but by nominations that are reviewed and selected by a committee of their peers from all departments in the City and there is no greater honor.

Code Enforcement Officer Cruz thanked God, his wife and family, and he thanked his co-workers who helped make him who he is today. He has worked in many departments over his twenty (20) years of service, and he thanked each one. Finally, Officer Cruz thanked the City Manager and Commission for not laying people off during the down turn in the

economy; you are very much appreciated.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Proposed Ordinance #24-07 - Amending the Code of Ordinances, Chapter 28, Parks and Recreation, giving the City Manager the authority to implement or modify Parks and Recreation user rates, charges and fees.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 28, PARKS AND RECREATION, ARTICLE II, PARKS RULES AND REGULATIONS, DIVISION 1, GENERALLY, SECTION 28-20, POLICY OF USER FEES AND CHARGES, TO ALLOW THE CITY MANAGER TO MODIFY PARK AND RECREATION USER RATES, CHARGES AND FEES; AND PROVIDING AN EFFECTIVE DATE

Request approval of the Second and Final Reading of the Proposed Ordinance #24-07 giving the City Manager the authority to implement or modify Parks and Recreation user rates, charges and fees.

City Attorney Sanchez de Fuentes read Ordinance # 3102 by title.

City Manager Steigerwald reviewed the Second and Final Reading stating approval of this item would allow for the City Manager to implement or modify Parks and Recreation user rates, charges, and fees as needed due to inflation. Staff recommends approval after holding the Public Hearing.

Vice-Mayor Castano announced the Public Hearing with no response from the audience.

Commissioner Eady moved to approve the Final Reading of Ordinance # 3102. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Vice-Mayor Castano	AYE
Mayor Gonzalez	ABSENT

Motion carried 4 - 0.

4.B Public Hearing - Second and Final Reading - Proposed Ordinance #24-08 - Amending the Code of Ordinances, Chapter 28, Parks and Recreation, Allowing the Use of Certain E-bikes on Bicycle or Pedestrian Ways within City Parks

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 28, PARKS AND RECREATION, ARTICLE II, PARKS RULES AND REGULATIONS, DIVISION 2, REGULATIONS, SECTION 28-50, PROHIBITED ACTS, TO ALLOW THE USE OF CERTAIN E-BIKES ON BICYCLE OR PEDESTRIAN WAYS WITHIN CITY PARKS; AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of the Proposed Ordinance #24-08 allowing the use of certain e-bikes on bicycles or pedestrian ways within City parks.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 3103 by title.

City Manager Steigerwald reviewed the request and stated this would allow for Class 1 and Class 2 e-bikes within City Parks and, at the request of the City Commission, additional language was added to limit the use to pathways that are at least 10 feet in width. Concerns were raised by Risk Management, and it is being proposed that the rentals be provided by an approved vendor that would assume the responsibility of insurance liability and not the City's taxpayers. After holding the Public Hearing, staff recommended approval.

Vice-Mayor Castano announced the Public Hearing with no response from the audience.

Commissioner Alvarez requested more information on regulations being posted for the use of e-bikes, golf carts, and scooters, and specifically requested whether the regulations are posted.

City Attorney Sanchez de Fuentes and City Manager Steigerwald responded by confirming that no speed limits are posted because they are on sidewalks and not roadways. E-bikes are regulated based on class and have a maximum speed of 20 mph. Class 1 and Class 2 are regulated to be less than 20 mph. Based on the discussion, Commissioner Alvarez requested his safety concerns relating to regulating speed in parks be discussed at a future meeting. City Manager Steigerwald summarized that the Commission could take action on this Public Hearing and then staff would research and bring back more information to the Commission in reference to regulating speed limits.

Commissioner Alvarez moved to approve Ordinance # 3103. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Commissioner Eady	AYE
Vice-Mayor Castano	AYE
Mayor Gonzalez	ABSENT

Motion carried 4 - 0.

5. PUBLIC HEARINGS

5.A Public Hearing - City of Kissimmee Annual Action Plan and Adoption of Accompanying Resolution

Approval of the City of Kissimmee Annual Action Plan for Fiscal Year 2024 and its accompanying Resolution authorizing the Mayor to execute any necessary documents and certifications.

Frances DeJesus, Development Services, reviewed the Kissimmee Action Plan for FY 2024 and the Adoption of the Resolution to authorize the use of funds. This serves as an application to the US Department of Housing and Urban Development (HUD) for the use of funds under the CDBG (Community Development Block Grant) and the HOME Investment Program. Ms. DeJesus reviewed in detail the funding breakdown for both program activities as listed in the agenda item. The availability of Plan Funds was advertised in the Osceola News Gazette, a Public Meeting was held, and a survey was distributed. No public comments were received in addition to the survey.

Vice-Mayor Castano announced the Public Hearing.

Tiffany Jeffers, President, Black Empowerment and Community Council, expressed her appreciation to Police Chief Betty Holland and the members of the Kissimmee Police Department for their joint presentation of our nation's colors at the Vanguard Awards on June 20, 2024. In addition, Commissioner Angela Eady was awarded the "Champion of Civic Leadership and Community Development" and Deputy City Manager Desiree Matthews was awarded the "Pillar of Public Service and Community Development".

Commissioner Eady accepted the award for herself and Deputy City Manager Desiree Matthews.

City Attorney Sanchez de Fuentes clarified the presentation by Ms. Jeffers was not part of the Action Plan adoption and the Commission will need to vote on the Public Hearing.

Commissioner Martinez made a motion to approve the Public Hearing and Adopt Resolution # 12-2024. Commissioner Alvarez seconded the motion.

AYE: Commissioner Alvarez, Vice-Mayor Castano, Commissioner Eady, Commissioner Martinez
NAY: None

Motion carried 4 - 0.

6. HEAR AUDIENCE

John Cortez, 216 Old Mill Circle, Kissimmee, was unable to attend the June 18, 2024, meeting due to a death in his family. He expressed his disappointment with the Commission vote allowing a candidate who did not live in the City to be placed on the ballot. The other concern he had was the person who made the motion to approve the candidate had a working relationship with the approved Mayor candidate. Although he does not have the resources to fight what happened, he wanted to express his concerns and state he was not the only candidate that was affected by the Commission's action. Mr. Cortez stated he has lived here for 28 years, served in the House of Representatives, and worked for Congressman Darren Soto, and his mission is to work for the people in his role as a human being and not based on nationality. He expressed his frustration with the Commission and stated it was not personal, but he had to say something.

Alex Alemi, 424 Lakeshore Blvd, Kissimmee, requested to speak on item 8.A. "Accessory Dwelling Unit (ADU Pilot Program)". Mr. Alemi wanted to hear the presentation on the City findings, but he does not feel it goes far enough to solve the loss of available affordable housing. He explained that the City is losing more than 1,000 units a year of affordable housing due to the price of housing units. He recently read a book, "*Escaping the Housing Trap*" by Charles Marohn and Daniel Herriges. The book provides insight and suggestions on how to address the issue. Mr. Alemi suggested that the City needs to develop the way we have historically, which was incrementally, with the next steps opening doors for legal, permitting, and finance. Permitting is an area that could be improved by having a specific type of unit or a pre-approved plan that could be used to build a cottage on your property. This idea would be you walking into City Hall in the morning and walking out with approved plans at noon and breaking ground an hour later. Another suggestion would be low-rate loans to property owners that would be paid back on incremental increases in tax revenue. He likes the way the Commission is thinking, and he wants the Commission to think bigger. At the

request of Commissioner Martinez, Mr. Alemi is going to provide some of his data to the Commission prior to the next meeting.

Commissioner Eady thanked Mr. Alemi for his input and she believes the State Legislature or Federal Government need to upgrade the definition of affordable housing or at least change the formula for affordable housing.

7. CONSENT AGENDA

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

Commissioner Martinez made a motion to approve the Consent Agenda in its entirety. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

7.A Approval of City Commission Minutes from the June 18, 2024 meeting

Request Commission approval of the June 18, 2024 Commission Minutes.

7.B LED Stadium Lighting for Fortune Road

Approve and execute the LED Softball Field Stadium Lighting for Fortune Road in the amount of $562,000, City Contract 20240392 with Musco Sports Lighting, LLC

7.C Approval of Agreement with Miller Electric Co.

Approval of an agreement with Miller Electric Co. (contract # 20240399) to provide video surveillance and access control security system installation, maintenance, repairs, and upgrades.

7.D FY 24-25 Human Trafficking - Law Enforcement Technology Solicitation Grant Application

Approval to submit an application to the FY 24-25 Human Trafficking (Grant #FLALL25) - Law Enforcement Technology Solicitation from the Florida Alliance to End Human Trafficking.

7.E Approval of a Permanent Right-of-Way Easement between BDQC Kissimmee, LLC and the City of Kissimmee.

Approval of a Permanent Right-of-Way Easement between BDQC Kissimmee, LLC and the City of Kissimmee to accommodate streetscape zone requirements on Main Street.

7.F Continuing services contract renewal for Planning Services

Requesting approval to renew contracts Inspire Placemaking Collective, Inc. (f/k/a S&ME, Inc.) (#23001424), Vanasse Hangen Brustlin, Inc. (#20240350), and GAI Consultants, Inc. (#20240102) for continuing general planning services.

7.G Continuing Professional Engineering Services Contract Extensions

Approval to extend the Engineering Continuing Services contracts with the following firms: (1) Consor Engineer, LLC. # 20230228, (2) Kimley-Horn and Associates, Inc. # 20230229, (3) Michael Baker International, Inc. # 20230232, (4) RS&H, Inc. #20230230, (5) BCC Engineering, LLC. #20230226, (6) Burgess & Niple, Inc.# 20230227, and (7) Metro Consulting Group, LLC. #20230231

7.H SHIP Owner Occupied Rehabilitation Agreement for the property located at 710 Ginwright Court

Approval of the State Housing Initiatives Partnership (SHIP) allocation for the property

located at 710 Ginwright Court, Kissimmee, FL 34744 and authorize the City Manager to execute this SHIP Owner Occupied Rehabilitation agreement under contract #20240038 with Habitat for Humanity of Greater Orlando and Osceola County, and any related documents necessary for the completion of the work and close-out process.

7.I SHIP Owner Occupied Rehabilitation Agreement for the property located at 1725 Foxhall Circle

Approval of the State Housing Initiatives Partnership (SHIP) allocation for the property located at 1725 Foxhall Circle, Kissimmee, FL 34741 and authorize the City Manager to execute this SHIP Owner Occupied Rehabilitation agreement under contract #20240039 with Osceola Council on Aging, Inc. and any related documents necessary for the completion of the work and close-out process as long as it does not exceed his signature approval.

7.J Selection of the Local Government Contribution for Affordable Housing RFA-2024-1

Approval of the Simpson Crossings Apartments as the selection of the City of Kissimmee Local Government Contribution to participate in the Florida Housing Finance Corporation (FHFC) RFA2024-201 and authorize the Mayor to sign the FHFC Local Government Verification of Contribution Form.

7.K First Right of Refusal with 667KM, LLC to Lease Property at Kissimmee Gateway Airport

Approval of a First Right of Refusal with 667KM, LLC to Lease Property at Kissimmee Gateway Airport, Aviation Way Business Airpark, Contract No. 20240391.

7.L Acceptance of funding from the Florida Department of Law Enforcement Cyber Task Force Grant

Authorize the Chief of Police to execute the FDLE Orlando Cyber/ESST Financial Assistance Agreement (Grant CYBER24) with the Florida Department of Law Enforcement (FDLE).

7.M Designation of Opioid Settlement Funds to Osceola Mental Health, d/b/a Park Place Behavioral

Approval to allocate to Osceola Mental Health Inc. d/b/a Park Place Behavioral $110,546.65 of settlement dollars that have been received by the City and continue to contribute all future allocations of settlement dollars up to a total of $500,000 in support of the Residential IV program.

8. DISCUSSION ITEMS

8.A Accessory Dwelling Unit (ADU) Pilot Program

Staff requests Commission input and direction on a proposed pilot program to provide funding assistance for new accessory dwelling units for eligible low income individuals.

This items is being postpone to July 16, 2024.

8.B Florida League of Cities Voting Delegate 2024

Commission designation of a voting delegate for the Florida League of Cities Annual Conference being held August 15-17, 2024 at the Diplomat Beach Resort in Hollywood, Florida.

The Commission discussed their ability to attend the Florida League of Cities Conference and City Manager Steigerwald answered questions concerning the travel and training budget for all Commission members to attend the conference. The consensus of the Commission is for Commissioner Eady to be the voting delegate.

Motion by Commissioner Alvarez for Commissioner Martinez to be the delegate, which was seconded by Vice-Mayor Castano. Prior to the vote, there was additional discussion among the Commission and Commissioner Eady was added as an attendee.

The initial vote was rescinded.

Commissioner Eady nominated herself to be the voting delegate. Commissioner Alvarez seconded the motion.

Motion carried 4 - 0.

8.C Request for Commissioner Martinez to attend the upcoming Osceola Chamber Board of Directors Retreat

Motion to approve the attendance of Commissioner Martinez at The Osceola Chamber Board of Directors Retreat in Louisville, KY, and for the associated expenses to be covered by the City.

City Manager Steigerwald briefed the Commission that Commissioner Martinez was invited to attend the retreat due to her seat on the Chamber Board. The request is for approval for Commissioner Martinez to attend the Osceola Chamber Retreat being held in Louisville, Kentucky. Because this travel is not budgeted, the Commission will have to approve the request to spend funds from the travel budget. The estimated cost would be approximately $2,000, including registration and any meals or incidentals not included in the registration fee.

Commissioner Eady made a motion to approve Commissioner Martinez's attendance at the Osceola Chamber Retreat. Commissioner Alvarez seconded the motion.

Motion carried 4 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the Commission of the Monumental 4th of July on Thursday at 7:00 p.m. and fireworks are planned for 9:00 pm or as soon as possible if delayed by weather. The public can sign up for updates for the event by visiting the City website.

City Manager Steigerwald will be out of the office from July 4th through July 14th and will return on July 15th. Austin Blake will be Acting City Manager through Sunday, July 7th and Desiree Matthews will be Acting City Manager from July 8th until his return.

City Manager Steigerwald recognized City Clerk Linda Hansell who was recently selected by the Florida Association of City Clerk as the "Florida City Clerk of the Year for 2023-2024".

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Eady commented on an African-American Baptist Church in Kissimmee that is older than the City of Kissimmee, and she requested staff look into this because they would like to be admitted to become a Historical Landmark.

City Manager Steigerwald summarized that staff could look into this as it could be part of

the Historic Preservation Board; he will have a member of the Planning staff get information back to Commissioner Eady.

Commissioner Alvarez wished everyone a safe 4th of July and commented on watching over the children, Police, and Fire. Have a safe, enjoyable 4th of July.

Commissioner Martinez commended City Manager Steigerwald and his staff for the work they've done in keeping employees working during a time when the City was experiencing a downturn in the economy during COVID. She further expressed her appreciation for Code Enforcement and the comments we have received on how helpful they have been in answering questions and working with the citizens. Commissioner Martinez announced a Town Hall meeting that she is hosting on July 18, 2024, at 6:00 pm at 806 Emmett Street, Kissimmee. Citizens are invited to attend to hear details on projects in Kissimmee and provide comments and feedback. The second event is on July 13, 2024. The Mercy Foundation will be holding a Free Clinic for the public, you can make appointments in advance.

Commissioner Martinez commented on the Resolution 06-2019 that was passed in 2019 but was used during Election Qualifying at the June 18, 2024, Commission meeting. She recommended language be added that would allow for law enforcement or outside agencies to do a background check as part of due process to confirm candidates would qualify for participation in the election. She suggested including in our process requirements for utility bills, or affidavits from the property owner when it involves a renter/lease.

During the Commission discussion on whether this would require a Charter Change, City Attorney Sanchez de Fuentes stated Resolution 06-2019 was passed as guidelines in addition to the City Charter. Staff can bring a new Resolution with stronger language to the Commission for approval prior to the next election cycle. Resolution 06-2019 was a product of the 2018 election when we had residency issues as well, and we felt we had accurately addressed those concerns. Additional language to reinforce the Charter's intent and close any gaps in the process is something we can do better.

Commissioner Martinez thanked the staff and read her suggested language that she would forward to the City Attorney.

Vice-Mayor Castano commented on the qualifying process and the pressure the Commission was under to make a decision quickly. It was uncomfortable and we should have been given more time and included the Supervisor of Elections and an investigator in the process. The Commission needs to be prepared.

Commissioner Eady stated this is not a new process and when you have questions, that is the time to ask.

Commissioner Alvarez questioned whether there is an investigation ongoing related to this issue. City Manager Steigerwald stated the Election Qualifying was decided by the Commission that night and the only other comments we were aware of were made by Jeremy Fetzer who stated he filed a complaint with the Florida Department of Law Enforcement. We are unaware of the status of any case with FDLE.

Commissioner Martinez concluded that the candidate in question provided the documents to the Clerk with an affidavit. At this point, it is a legal matter about whether the information provided was true or false and whether they broke the law. Based on the documentation

provided to the Commission, the vote was taken as 5-0. If the Commission was uncomfortable, the outcome of the vote should have been different.

City Attorney Sanchez de Fuentes will bring back a Resolution to the Commission for consideration. City Manager Steigerwald would like to get his done quickly.

10. ADJOURNMENT

There being no further business to come before the Commission, Vice-Mayor Castano adjourned the meeting at 7:13 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JULY 16, 2024 AT 6:00 PM

1. **MEETING CALLED TO ORDER Members Present:** Mayor Olga Gonzalez, Commissioners Olga Castano, Angela Eady, Carlos Alvarez, III, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, City Clerk Linda Hansell
Members Absent: None

   Mayor Gonzalez called the meeting to order at 6:00 PM.

2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE** After a Moment of Silence, Commissioner Alvarez led the audience in the Pledge of Allegiance.

3. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**

3.A Swearing in Ceremony for Firefighter Cameron Gurley

Staff requests that Cameron Gurley be sworn in as a City of Kissimmee firefighter.

Fire Chief Jim Walls administered the Oath of Office to Firefighter Cameron Gurley as family and friends looked on.

3.B Service Awards for April, May, and June

The City Commission joins the city Manager in recognizing employees who have reached milestones in years of service.

City Manager Steigerwald introduced the employee who was present for the Service Awards:

Five Years: Brenda Ryan

The following individuals were unable to attend and will receive their Service Award at a later date:

Five Years: Jerry Natal, Gita Persuad, Mark Stroop
Fifteen Years: Jody Kirkendall
Twenty Years: Ryan Appleman, Chad Lawson, Kenny Love, Brad Neiderpruem

4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS** None.

5. **PUBLIC HEARINGS** None.

6. **HEAR AUDIENCE** None.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.*

Commissioner Alvarez made a motion to approve the Consent Agenda in its entirety.

Commissioner Eady seconded the motion.

Motion carried 5 - 0.

7.A Recruitment Agreement for Engineering Division

Request approval of Contract # 20240381 with AE&C Concepts Inc. to staff the Engineering Division.

7.B Purchase of Real Property Located at 100 N. Stewart Avenue, Kissimmee, FL

Purchase of Real Property located at 100 N. Stewart Avenue in Downtown Kissimmee for $772,500

7.C Donation of a second trained scent discrimination Bloodhound from Senior Resource Alliance

Approval to accept a second donation of a trained scent discrimination Bloodhound from the Senior Resource Alliance and authorization for the Chief of Police to execute any memorandum of understanding or agreement related to the donation

7.D Approval to apply to the Underground Railroad Corporation Inc. for the donation of $15,000 for an Electronic Storage Detection K-9

Approve the request to apply to the Operation Underground Railroad Inc. (Contract #20240407) for a donation of $15,000 for an Electronic Storage Detection (ESD) K-9 and authorize the Chief of Police to sign the Memorandum of Understanding

7.E Authorization to submit an application for the FY 2023 Justice Assistance Grant (JAGC) Program.

Approval to submit an application for the Fiscal Year 2023 Justice Assistance Grant (Grant #JAGC23) Program.

7.F Utility easements between the City of Kissimmee and Kissimmee Utility Authority for The Allen and additional Beaumont Redevelopment site parcels/tracts

Request approval of five (5) utility easements between the City of Kissimmee and KUA to effectuate completion of The Allen and additional development of the Beaumont Redevelopment site.

7.G Agreement with Arthur's Catering Incorporated for Emergency Food Services

Approval of an agreement with Arthur's Catering Incorporated to provide emergency food services to emergency response personnel.

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE CRA BOARD

8.A Downtown Kissimmee Community Redevelopment Agency Weston 400 LLC Demolition Program Grant

Approve Contract # 20240397 with Weston 4 Hundred, LLC for the Downtown Kissimmee Community Redevelopment Agency (CRA) Demolition Services Program in the amount of $150,000.

Samia Singleton, CRA Manager, reviewed the request for the approval of funds in the amount of $150,000 for a Demolition Services Program contract with Weston 4 Hundred, LLC.

Commissioner Castano made a motion to approve the contract for $150,000 with Weston 4 Hundred, LLC. Commissioner Martinez seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez
NAY: None

Motion carried 5 - 0.

CRA BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.B Accessory Dwelling Unit (ADU) Pilot Program

Staff requests Commission input and direction on a proposed pilot program to provide funding assistance for new accessory dwelling units for eligible low income individuals.

Craig Holland, Development Services Director, made a PowerPoint Presentation as attached to the Agenda on Accessory Dwelling Units and reviewed the details of an ADU and requirements of the City Code. Some of the requirements are that it must have a separate entrance, its own address for 9-1-1, off-street parking, a kitchen with sink and appliances, and a bathroom with facilities. ADU's must have an HVAC system separate from the primary unit. The utility vendors require separate electric, water, and sewer meters. A minimum of 500 square feet in size is required unless it is being used for affordable housing. The property must be homesteaded, and the primary occupant must be the owner. Other Code compliance items include windows and ventilation, and impact fees and property taxes can be assessed. There are instances where the Homeowners Association can prohibit the use of ADU's. As the Commission is aware, just because it is affordable does not mean it should be made at a lesser cost or without following the same safety standards and Code.

Director Holland reviewed the impact fees and building permits and associated costs with a project like this and stated it would cost approximately $98,849. Some of the City cost could possibly waive some of the cost but that would be decided by the Commission. The tenant would be required to provide proof of income. The City has received our SHIP allocation for 2024/2025. The total is $628,202 but some of this money has been accounted for, but there is approximately $87,500 remaining that could be used for ADU program. To apply for the program it would require residency of at least one (1) year and the property owner being in good standing with mortgage and taxes. Additional information was reviewed by the Commission and staff answered questions on homesteads and other requirements.

Census of the Commission was for staff to review the entire process and bring back a program with options to the Commission. City Manager Steigerwald feels this could be done and brought back to the Commission within thirty (30) days.

Alex Alemi, 424 Lakeshore Blvd, Kissimmee, stated he is pleased that the Commission is taking this seriously and moving forward with a scope for the project and thinking outside the box. Mr. Alemi distributed a graph (Exhibit "A") which displays a comparison between owner-occupied properties and rental units and spoke about his vision for the program, including a set design that would be approved by the City so that the building could occur quickly instead of having individuals go through a drawn out permitting process. He recommends Tax Increment Financing that would assist homeowners, and they only pay back the difference in the tax increase. He would like the City to look at other affordable options like loans.

Commissioner Eady asked for a comparison of home values and how adding an ADU would effect their tax and property value. Staff stated they could provide that.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the Commission of the Annual Budget Workshop being held in the Commission Chambers on Tuesday, July 23, 2024, at 2:00 p.m.

City Manager Steigerwald congratulated the Finance Department for being awarded the "Triple Crown Award" by the Government Finance Officers Association (GFOA). The Triple Crown Award signifies the City's commitment to excellence in financial management and reporting.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Castano wished everyone a great evening.

Commissioner Eady commended the Kissimmee Police Department for their life-saving measures for the individual that was trying to take their own life. Kudos for that.

Commissioner Martinez invited everyone to the Town Hall Meeting on July 18th at 806 Emmett Street. You can find the flyer being circulated and on Facebook. She would like for the entire Commission to get involved in holding the meeting as a Commission. City Attorney Sanchez de Fuentes informed the Commission that would be a Sunshine Meeting for the entire Commission to be present. If this is something for the entire Commission, we would be required to send out Public Notices, record the meeting, and have staff present to take minutes. The location would also have to accommodate all the citizens.

Commissioner Martinez thanked everyone for being present at the meeting tonight. She thanked staff for the wonderful job on 4th of July; great job. Commissioner Eady suggested that we have Town Hall meetings every other month, at different locations.

City Manager Steigerwald cautioned the Commission about those meetings being held during election time and misrepresented as being used for pollical gain.

Mayor Gonzalez had nothing and wished everyone a good evening.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 7:08 PM.

_____

MAYOR-COMMISSIONER

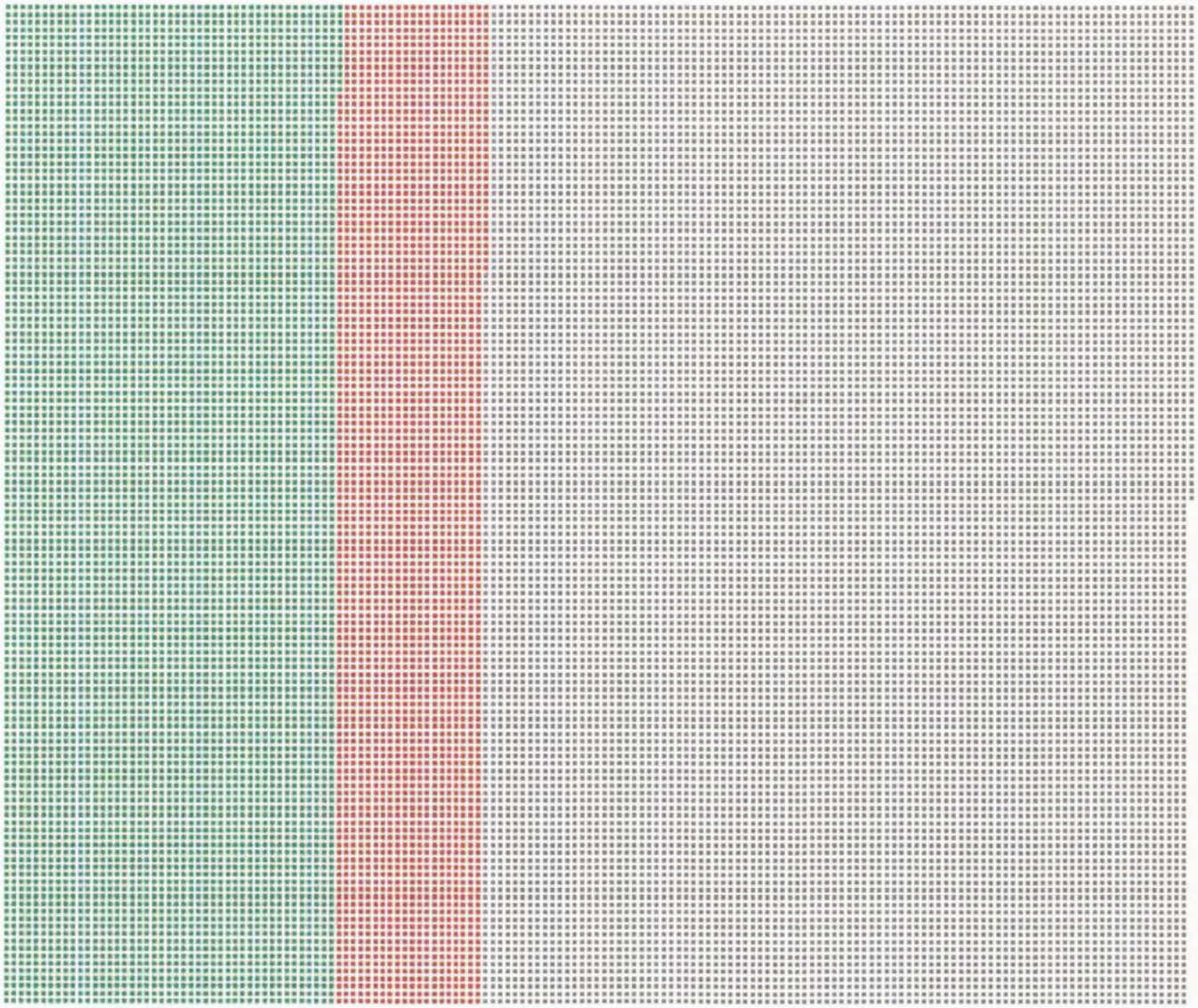
ATTEST:

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CITY CLERK

Exhibit “A”
Hand-out Alex Alemi
ADU Comparison on Housing
Item 8.B.

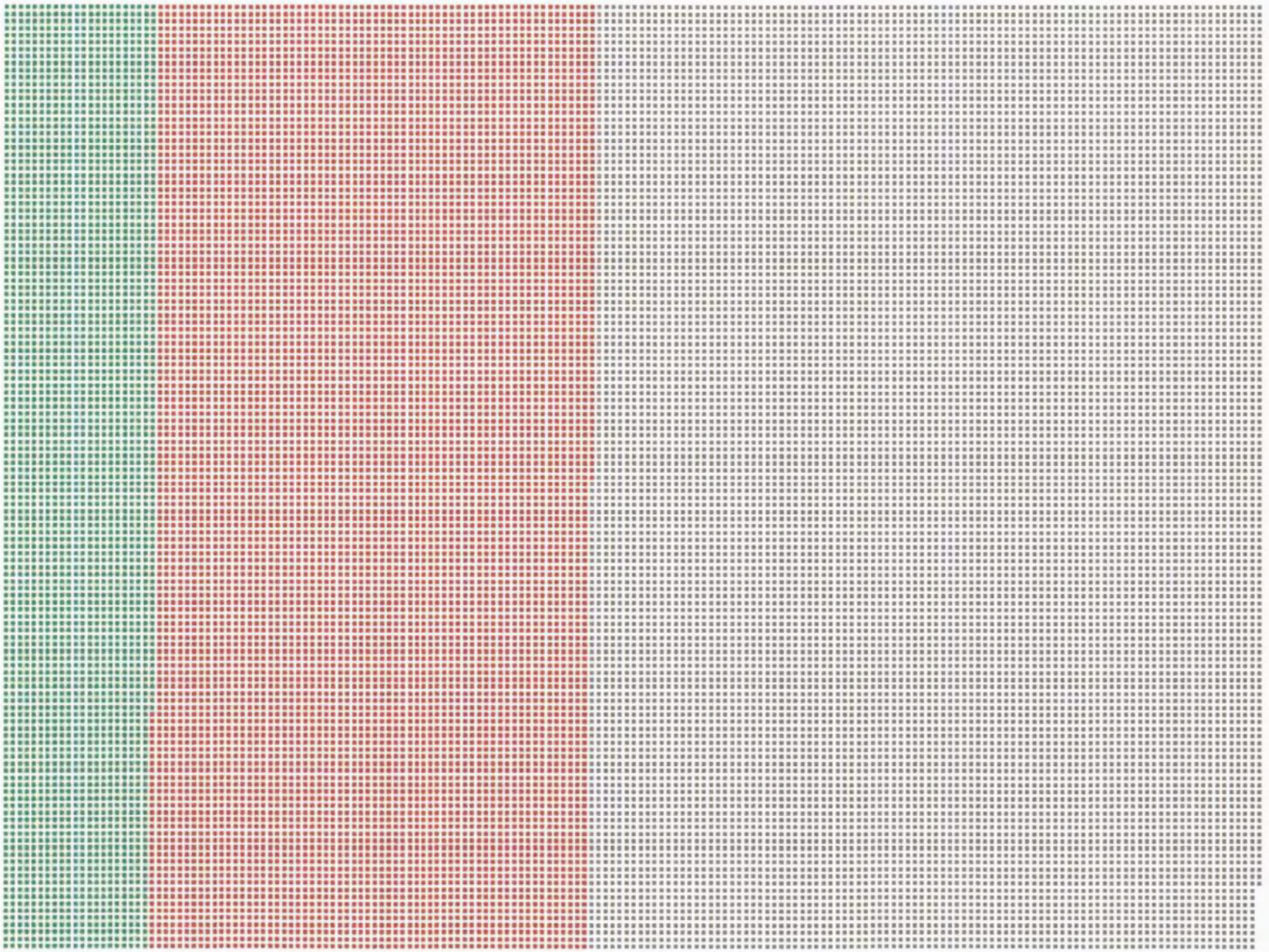
8. B. Exhibit "A"
Hand-out
Alex Alemi
7/16/2024
(2 pages)
2018 & 2022



Housing Affordability, 2018

owner-occupied <200k
owner-occupied >200k
rental

source: CensusACS5yrSurvey, datacommons.org



Housing Affordability, 2022

owner-occupied <200k

owner-occupied >200k

rental

source: CensusACS5yrSurvey, datacommons.org

MEETING MINUTES
SESSION OF THE COMMISSION WORKSHOP (CRA)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JULY 16, 2024 AT 3:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Angela Eady, Carlos Alvarez, III, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, Deputy City Clerk Tameara Crespo

Mayor Gonzalez called the meeting to order at 3:00 PM.

2. WORKSHOP BUSINESS

2.A Community Redevelopment Agency Trends, Updates and New Initiatives

City Manager Steigerwald opened the meeting by introducing Economic Development Director, Tom Tomerlin. Director Tomerlin introduced CRA Manager Samia Singleton and Redevelopment Planner Benjamin Burnett. Both Singleton and Burnett took turns reviewing various topics attached to the agenda on both the Downtown Kissimmee and Vine Street CRAs:

- Overview and history of both CRAs
- CRA Areas and what CRAs can do
- CRA Redevelopment Plans
- CRA Board v. City Commission
- Tax Increment Revenue
- Downtown Kissimmee CRA On-Going Projects and Activities
- Vine Street CRA On-Going Projects and Activities
- Downtown Kissimmee and Vine Street CRA "Shared Programs"

Director Tomerlin discussed the future plans to redevelop the Civic Center and solicited feedback from the City Commission on the downtown hotel-site. The Commissioners and City Manager engaged in discussion regarding financing, the RFP process, and the hopes of obtaining a “full service” hotel which could include valet parking, onsite food and beverage and other services. Director Tomerlin reviewed three (3) options for potential placement of the hotel:

1. The Civic Center;
2. Toho Garage Toho Garage; and
3. The City-owned area of Lakeview (near the marina)

The Commissioners, City Manager and Director Tomerlin discussed each potential site, including possible advantages and disadvantages. Director Tomerlin informed the Commission that the plan is get public input and community outreach, but the Commission should begin thinking about their desires.

Director Tomerlin additionally discussed the 22 acre K-Mart site development on 192. He reviewed a sketch concept of the proposed redevelopment, attached to the agenda, and encouraged the Commissioners to present any feedback. The Commissioners discussed plans to address older "eye sore" buildings, incentives and investment opportunities provided by the CRA for business owners. They additionally discussed grant programs, MOU's the City has entered into, and the responsibilities of the Business Development Specialist who matches potential users with CRA sites.

The Commissioners commended staff on the Workshop and claimed they are now better educated on the scope of the CRA's and functions of the City Commission acting as the CRA Board.

3. GENERAL DISCUSSION

3.A Presentation on Public Works and Engineering's Annual Resurfacing Program

Public Works and Engineering Director reviewed a PowerPoint attached to the agenda for the 2024 Street Resurfacing Program. Paving inventory and assessment was done in 2020, it was a 6 month effort, and yielded a report of every city road and their conditions, as well as provided recommended rehabilitation strategies for each. Director Willis indicated that since 2020, prices have nearly tripled. The funds received from the sale of the charter school allow the city to focus on revitalizing the roadways. The project required splitting the city into various quadrants. Director Willis reviewed the maintenance that has been expended to date in each quadrant and the streets and subdivisions that will need future repaving and maintenance. He projected a total of 11 miles of resurfacing will be done and opened the floor for questions or comments.

Commissioner Eady inquired about the timeline for completion. Director Willis stated he hopes to obtain two (2) contractors, with as little disruption as possible; but is hoping the job will be completed within six months. Discussions were held amongst the Commission regarding the area of Columbia Blvd, which would be a major reconstruction versus a resurfacing. City Manager Steigerwald discussed the funding sources such as Vine Street CRA, grants, red light camera revenue, and legislative efforts from Congressman Soto's Office. The Commission briefly discussed the area of Mill Slough and Oak Run and the five-year plan for street repaving.

4. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 4:51 PM.

_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

MEETING MINUTES
SESSION OF THE COMMISSION BUDGET WORKSHOP
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JULY 23, 2024 AT 2:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Angela Eady, Janette Martinez
Staff Present: City Manager Mike Steigerwald, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, Deputy City Clerk Tameara Crespo, Finance Director Tavia Ritchie, Human Resources Director Roxane Walton
Members Absent: Commissioner Carlos Alvarez III
Staff Absent: City Attorney Olga Sanchez de Fuentes, City Clerk Linda Hansell

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

2. INTRODUCTION AND HIGHLIGHTS

City Manager Steigerwald provided an introduction, highlighting the key points of the proposed budget to include: current statistics and trends, a sixteen-year consecutive millage rate, economic outlooks, population, growth, and the City's financial stability. He detailed the City is proposing a 5% increase for all non-union employees, keeping us in the top half of salaries in the region. He reviewed the recent accomplishments of the City which included multiple public safety, transportation, infrastructure, economic development and housing initiatives. City Manager Steigerwald encouraged the Commissioners to review the "Budget in Brief" booklet provided by the finance department (Exhibit "A").

After reviewing accomplishments, City Manager Steigerwald was please to announce the Proposed Budget for FY 2025. He outlined the proposed budget and five-year capital plan which included: no increase in the millage rate, diversity of the City's revenue sources, indicating that the reserves remain strong at 33%. He reviewed future public safety enhancements and security initiatives such as new cameras in the parks and trails, a KPD headquarter expansion, a new emergency communications center, public safety training center expansion and three new fire stations. He outlined various parks and transportation projects including those underway due to securing millions in grant funding. He ended his presentation by reviewing the new personnel and positions projected over the next five years for each department, and the compensation enhancements that have allowed for the 5% salary increase with additional market adjustments for certain positions, in addition to new training programs and no increases to employee insurance premiums.

3. BUDGET OVERVIEW

3.A <u>Proposed Annual Budget Fiscal Year 2024-2025</u>

Finance Director Tavia Ritche provided a holistic view of the Proposed FY 2025 Budget via a PowerPoint Presentation (Exhibit "B"). Her presentation touched on key areas to include millage, ad valorem, overall budget health, revenue, general fund allocations, fund highlights (local option sales tax, gas tax, mobility fees, liability, building funds, enterprise funds, health insurance funds, and CRA's), debt overview, reserve overview, market updates and financial trends. She reviewed the economic assumptions including inflation, tourism, sales tax, investment income, external factors and benefit costs.

Director Ritchie brought to the Commission's attention that the City received AA+ bond rating. In closing, she stated the importance of a strong and healthy reserves in case of emergencies; the city is prepared. Commissioner Eady commended staff on not raising the insurance premiums and Director Ritchie explained that due to the City's diversity in funding sources, we were able to offset the raising costs of premiums with various other revenues generated. City Manager Steigerwald pointed out that while other cities charge employee's for health care coverage, Kissimmee does not.

Mayor Gonzalez commended Director Ritchie and her staff on transparency in financial reporting and fiscal responsibility despite many external factors and hardships such as COVID and multiple hurricanes.

4. REVIEW OF DEPARTMENTS

City Manager Steigerwald provided a brief summary of each department as outlined on the agenda. The Commission engaged in one-on-one discussion with each department director. The directors were asked questions by the commission regarding varies issues to include: departmental needs, operations, staffing and personnel, current services, and retention and hiring initiatives. Each director responded to the Commission with their updates and reiterated that they are well prepared for the growth as outlined in the budget requests for the next five years. City Manager Steigerwald and the Commissioners briefly discussed consolidation of positions, cross training in multiple areas, and the positive effects of the minimum wage increase on recruitment and retention of staff in multiple departments.

5. GENERAL DISCUSSION

Human Resources Director Roxane Walton presented a PowerPoint Presentation (Exhibit "C") that reviewed the potential options as it relates to commissioners earning a pension. She compared the differences between a City Pension and City Contributions. The presentation reviewed tier options, retirement eligibility, partial vesting schedule, benefit calculations, contribution limits and notable differences between a City pension, 457 (b), and 401 (a) plans. If the board approves the pension option, this can be done via ordinance and would not require a charter change. Commission consensus was to review the information thoroughly and the item will be placed on the August 20, 2024 agenda for future discussion.

City Manager Steigerwald briefly reviewed the current language in the City Charter (Exhibit "D") and discussed the compensation and formula used to determine commissioner's salaries. He is waiting for the City Attorney to provide an official legal opinion regarding one-time bonus payments for commissioners and whether that will require a charter change. This item will also be brought back on the August 20, 2024 agenda for future discussion.

Director Walton returned to the podium to present a PowerPoint and updates on employee childcare services (Exhibit "E"). An anonymous staff survey was conducted in April 2024. She reviewed the key findings, staff recommendations, and introduced a dependent flexible spending account (FSA) as a way to offset childcare costs for staff, which included $5,000 per year. If Commission consensus is received, the pre-tax benefit would begin in January 2025.

Deputy City Manager Desiree Matthews sought commission direction on how to move forward with this upcoming fiscal year's social services funding allocation process. She reviewed a few options including: continuing the previously established process of invitation only plus past applicants to participate, or advertise to all non-profits that have not previously applied and give uninvited organizations the opportunity to apply. She additionally discussed placing limitations or restrictions on the number of years an organization can apply or a percentage

theory that gradually reduces the funding over a period of time. Commission consensus is to bring this item back on the August 20, 2024 agenda and Deputy Manager Matthews will compile data and statistics for the Commission on the outcomes of what similar organizations have done.

6. CONCLUSION

City Manager Steigerwald briefly discussed a citizen's suggestions and the Finance Director has responded to these suggestions via email (Exhibit "F").

City Manager Steigerwald explained that State Law requires us to adopt the proposed millage.

Commissioner Eady made a motion to adopt the proposed millage rate at 4.6253. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

Commissioner Eady made a motion to adopt the Public Hearing Schedule (September 3 and September 17, 2024). Commissioner Castano seconded the motion.

Motion carried 4 - 0.

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 5:15 PM.

MAYOR-COMMISSIONER

ATTEST:

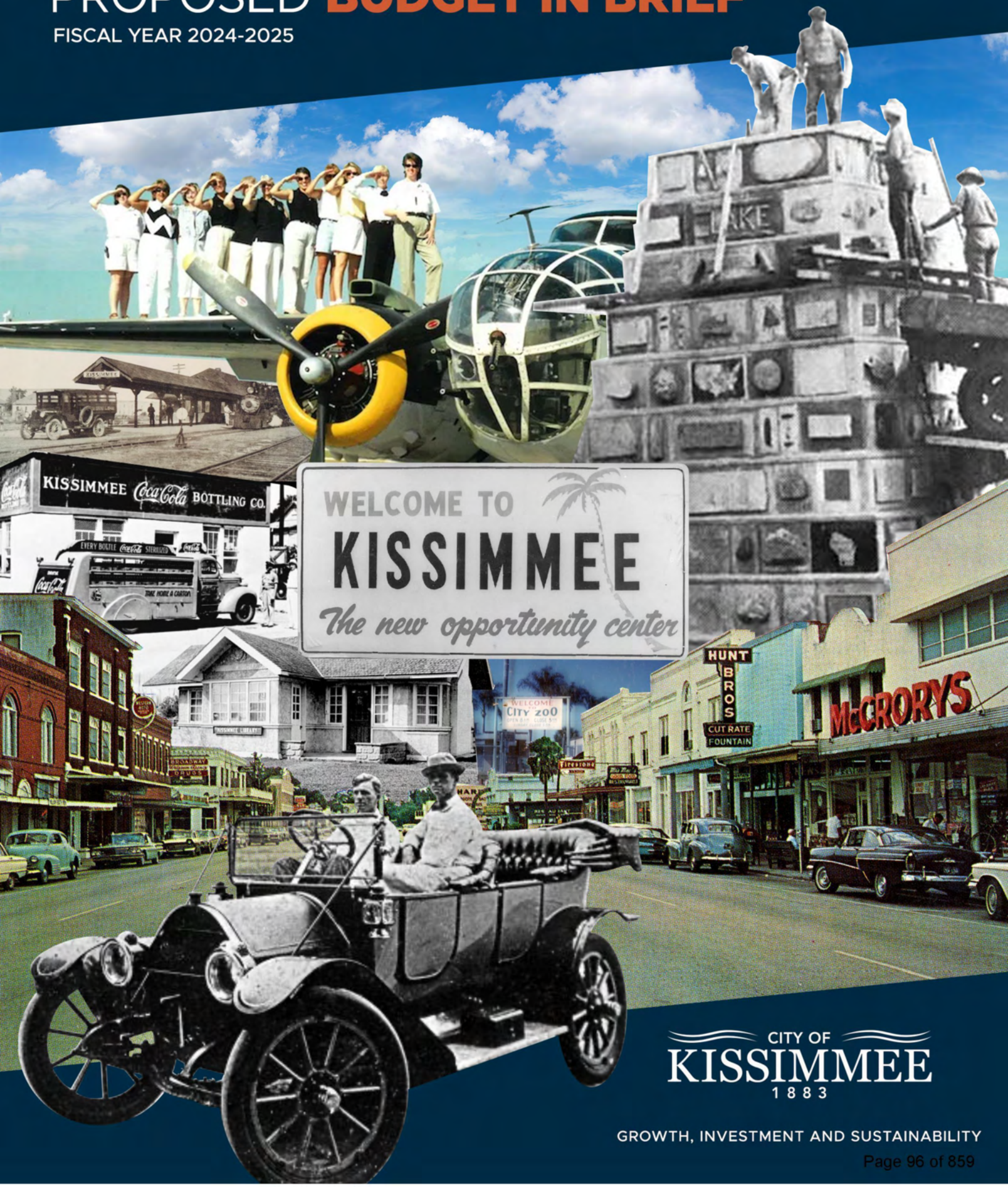
CITY CLERK

Exhibit “A”
Introduction and Highlights
“Budget in Brief” Booklet

CITY OF KISSIMMEE

PROPOSED BUDGET IN BRIEF

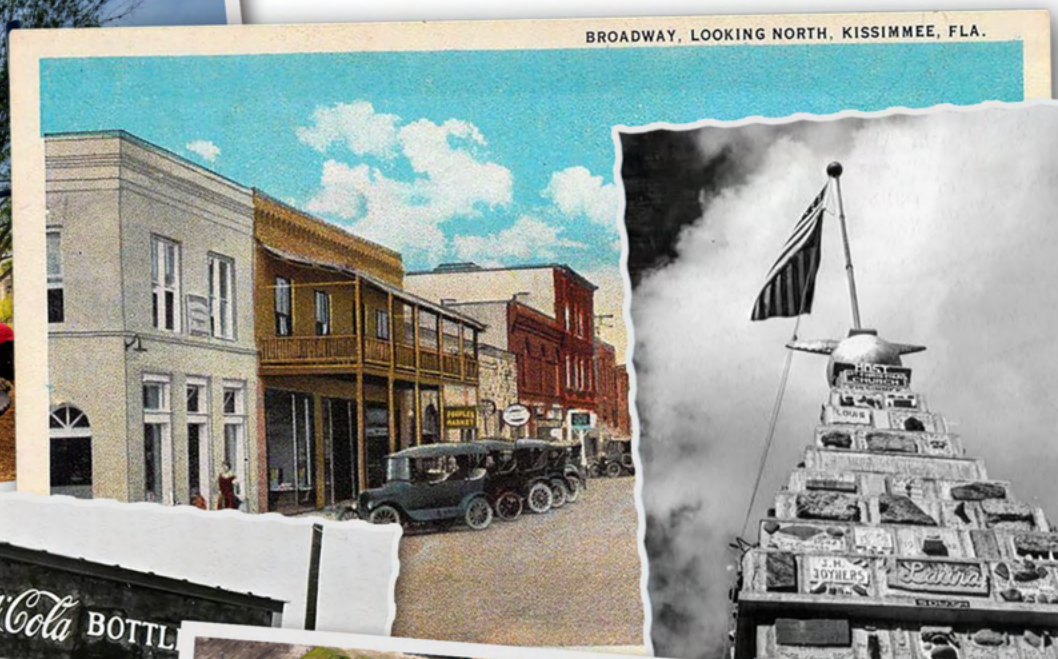
FISCAL YEAR 2024-2025



CITY OF KISSIMMEE 1883

GROWTH, INVESTMENT AND SUSTAINABILITY











Tropical Hotel, Kissimmee, Fla.

















City of Kissimmee **Budget in Brief**

Fiscal Year 2025

It is our privilege to present to you the City of Kissimmee's Budget in Brief. This document is intended to provide residents, business owners, and visitors with a clear vision of the City's financial state. Our organization prides itself on transparency and fiscal stewardship, and this document reaffirms our organization's perspective regarding open, honest, and effective local government. Over the next year, the Commission's priorities will be at the forefront of our initiatives. The theme for the FY 2024-25 budget is sustainability centered around the pillars of growth and investment to sustain. Sustainability means meeting the needs of the present without compromising the ability of future generations to meet their own needs. As such, this budget was built with present and future Kissimmeeians in mind. We believe this budget equips us to serve both in alignment with the City's Strategic Plan. Though the economy remains fragile and volatile, we can chart our course into long-term sustainability and prime quality of life for all through careful direction. We will continue to manage our finances in the most responsible manner possible and ensure that transparency will always be preserved to maintain good governance.

This Budget in Brief is intended to provide an overview of the City's approach to balancing the budget; outline the major sources of funding to pay for City services and infrastructure, and summarize the Fiscal Year 2025 operating and capital budgets.

For more details, we invite you to review the full Fiscal Year 2025 operating and capital budget documents, available on the City of Kissimmee website at **kissimmee.gov/budget**.

For comments regarding the budget or this document, please send an email to **finance@kissimmee.gov**.



City of Kissimmee **Commission**



MAYOR
Olga Gonzalez



VICE MAYOR
Olga Castano



MAYOR PRO-TERM
Angela Eady



COMMISSIONER
Carlos Alvarez III



COMMISSIONER
Jeanette Martinez

Our **Mission**

The City of Kissimmee's Mission is to provide quality, effective and efficient service to our citizens. In providing such service, we hold the following values:

WE VALUE education and training to bring about a professional commitment to efficiently serve our community.

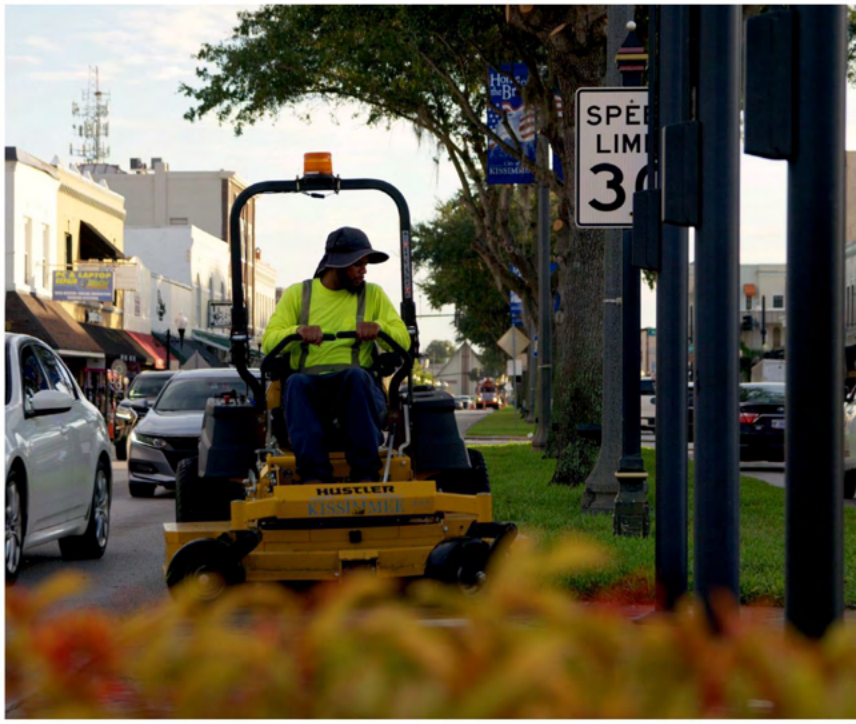
WE VALUE employees, who are loyal to the organization because only then are they committed to the goals of the organization.

WE VALUE communication as a necessary tool in promoting teamwork throughout the City.

WE VALUE employees, who exhibit basic moral values that stress the importance of treating co-workers and citizens with respect and fairness.

WE TAKE PRIDE IN our work and we value being the best we can be.

CITY OF KISSIMMEE 1883





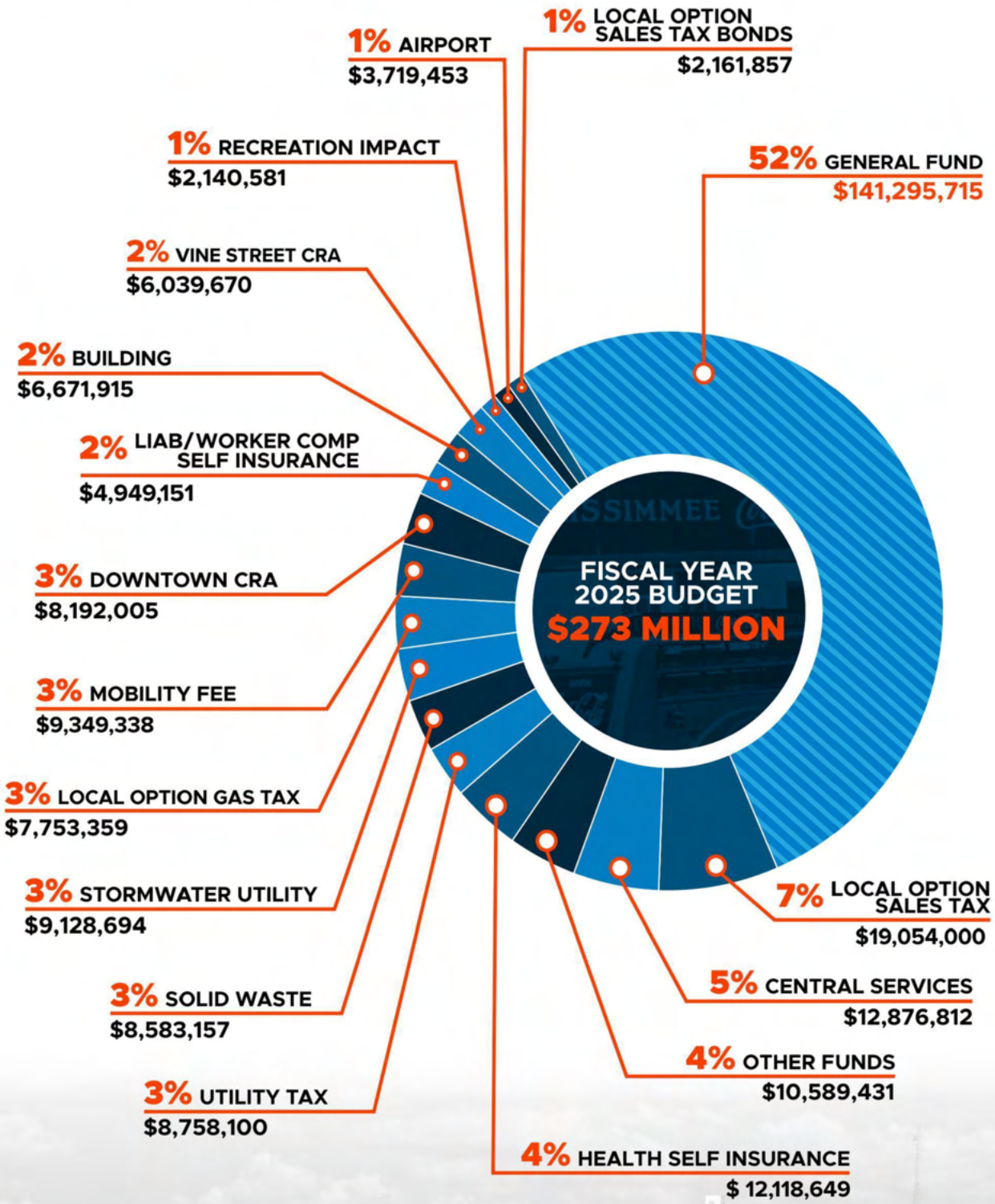






2025 Proposed **Budget**

The Fiscal Year 2025 proposed Budget for the City totals $273 million. The budget establishes the level of funding for each of the City's various funds. The goals and objectives, activities, and service levels for the City's departments are based on the level of funding and controlled by the budget approved and adopted by the City Commission.



TOTAL PROPOSED BUDGET

$273,381,887

GENERAL FUND

$141,295,715

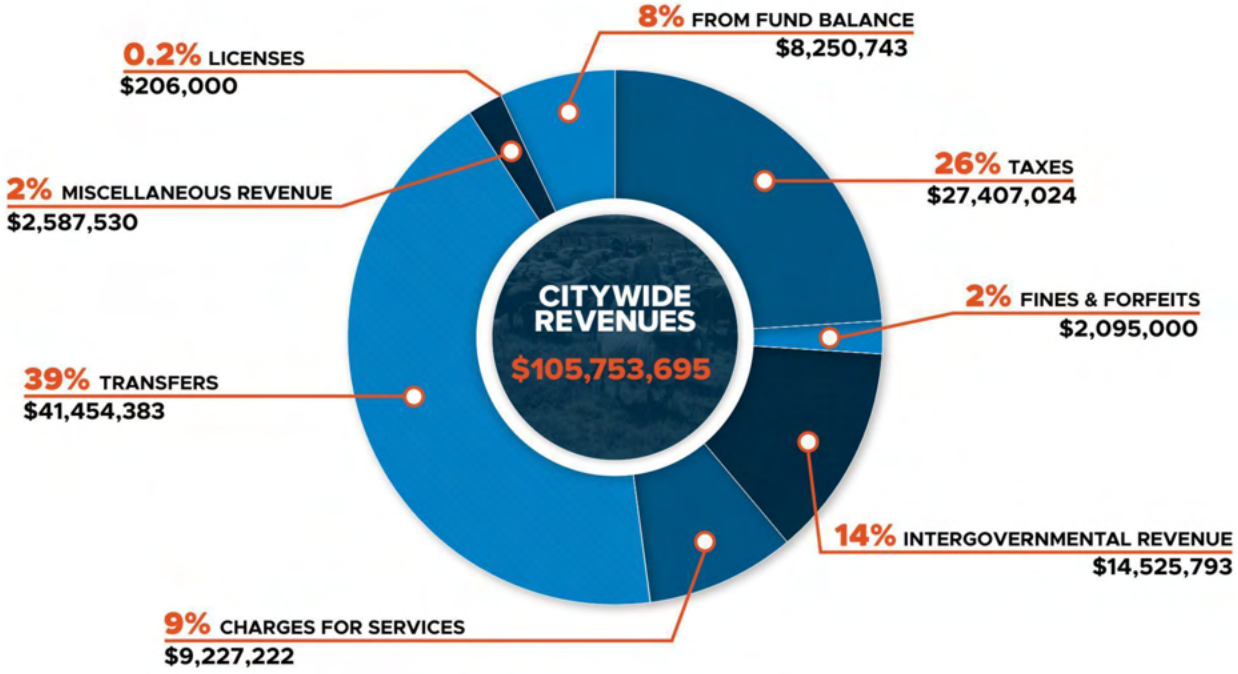
MILAGE RATE

4.6253



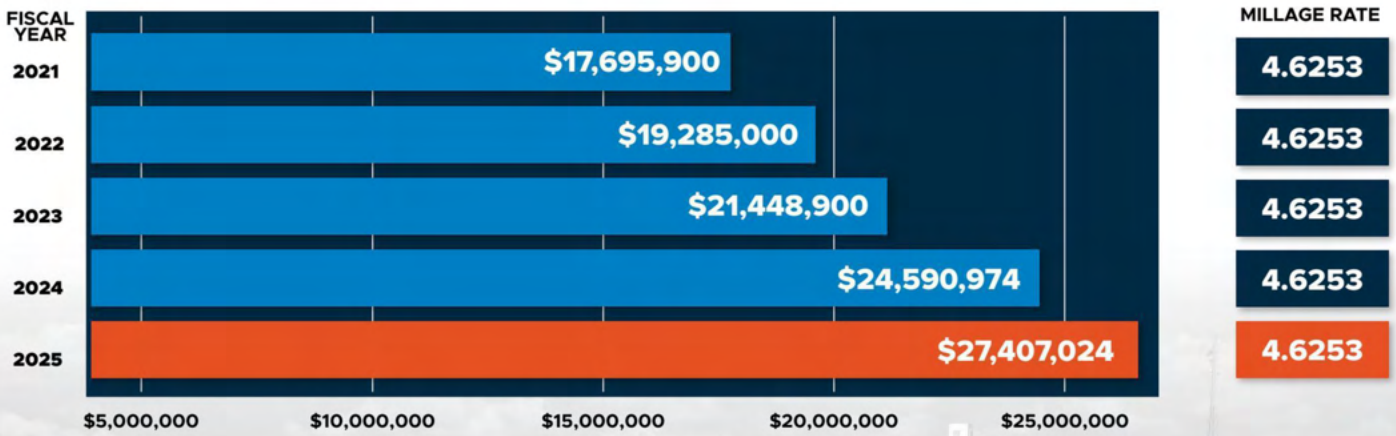
General Fund **Revenues**

The City's General Fund revenue sources are diverse. General fund revenues are mostly comprised of property tax, sales tax, fuel tax, communications tax, business tax, licenses, fees and permits, intergovernmental charges for services, interest, miscellaneous, grants and contributions, and transfers.



5-Year **Millage Rate History**

The adopted City of Kissimmee property tax rate is 4.6253. That amounts to $4.6253 per $1,000 of property value. This rate is the same rate levied for the last 15 years. The average millage in the State of Florida is $4.9268.



General Fund **Expenditures**

The City's General Fund expenditures are used to support police and fire services, public works and engineering, permit issuance, streets and sidewalk maintenance, planning, parks and recreation, library, repair and maintenance, and internal support functions, such as finance, city administration, human resources, and legal services.



POLICE DEPARTMENT

33%

$35,142,281



FIRE DEPARTMENT

22%

$23,794,458



PARKS & RECREATION

10%

$11,067,905



PUBLIC WORKS

7%

$7,806,740



FACILITIES MAINTENANCE

6%

$6,051,799



TRANSFER & BAD DEBT

7%

$7,347,066



INFORMATION TECHNOLOGY

4%

$3,714,152



CITY MANAGER

3%

$2,801,443



DEVELOPMENT SERVICES

2%

$2,525,612



FINANCE

2%

$2,144,310



CITY ATTORNEY

1%

$1,162,912



HUMAN RESOURCES

1%

$1,533,988



CITY COMMISSION

1%

$661,029

$105,753,695

Organizational **Goals**



STRONGER KISSIMMEE ECONOMY WITH MORE QUALITY JOBS



BEST SERVICES & FINANCIALLY SOUND CITY



EFFECTIVE TRANSPORTATION SYSTEM GROWTH



LIVABLE COMMUNITY FOR ALL



VIBRANT DOWNTOWN & BEAUTIFUL LAKEFRONT

WHAT IS A FISCAL YEAR?

A fiscal year is twelve months, starting October 1st through September 30th, to which its annual operating budget applies. At the end of each fiscal year, the City determines its financial position and the results of its operation.

WHAT IS A REVENUE?

Revenues are funds the city receives from various sources such as property taxes, permit fees, grants, stormwater fees, and franchise fees to pay for operating and capital expenses.

WHAT IS AN EXPENDITURE?

An expenditure is a disbursement of operating revenue for goods and services.

WHAT IS A FUND?

A fiscal and accounting entity with a self-balancing set of accounts.

WHAT IS A GENERAL FUND?

The primary fund used by governments for unrestricted revenues.

WHAT IS A PROPERTY TAX?

Property Taxes are levied on both real and personal property according to the property's valuation and tax rate. It is also called an ad valorem tax rate. The tax is determined by multiplying the property's taxable value by the millage rate and then dividing the result by one thousand. The County Tax Collector is responsible for collecting all taxes imposed within the county under the state law.

WHAT IS A MILL OF A TAX?

A mill is a tax rate equal to $1 for each $1,000 of assessed property value. If your home has a taxable value of $100,000 and the millage rate is $1, then you pay $100 in taxes.

HOW DOES PROPERTY TAX GET CALCULATED?

There are three factors for calculating the amount of property tax assessed on your house (or other property): the value of the property, the amount of value that is not subject to taxes (e.g., the homestead exemption), and the tax or millage rate.

According to State legislation, the County Property Appraiser calculates the value of each property in Osceola County as of January 1 each year. The appropriate exemptions are then applied to reach the final taxable value. The final taxable value is multiplied by the millage rates, i.e., City, County, School Board, and other taxing authorities, to determine the amount of property taxes to be included in the November property tax bill. For example, if your taxable value after taking all exemptions is $100,000 and the millage rate used to determine your taxes is 4.6253, then the City portion of your taxes would be $700.00

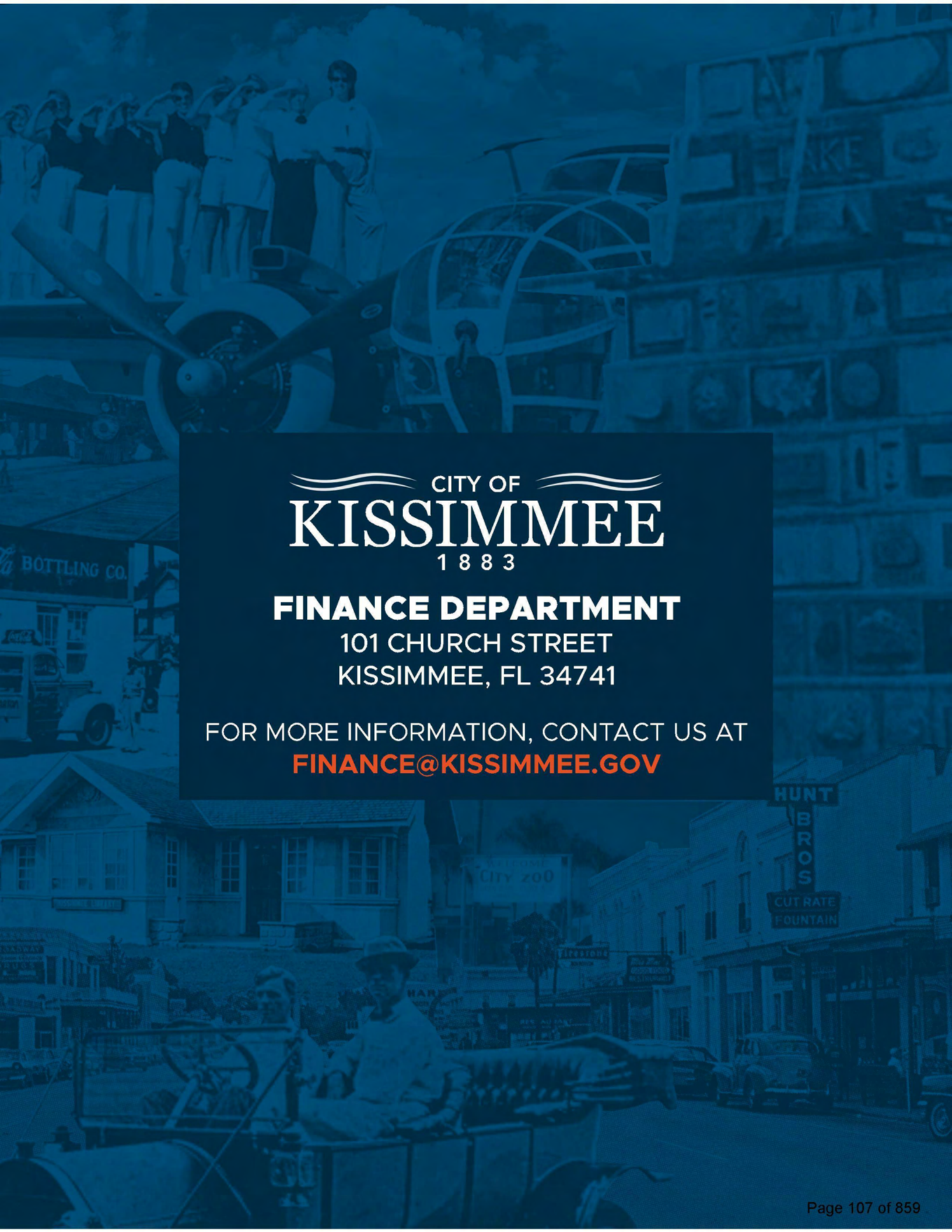
The calculation is performed by taking the taxable value ($100,000), dividing by 1,000, and multiplying by the millage rate (4.6523).

$100,000 DIVIDED BY $1,000 = $100
$100 x 4.6253 =$462.53

WHAT IS ROLLED – BACK MILLAGE RATE?

The rolled-back millage rate is the millage rate that, when applied to the tax roll excluding new construction, would provide the same property tax revenue in the adopted budget year as in the current year. It represents the millage level of no tax increase.





CITY OF
KISSIMMEE
1883

FINANCE DEPARTMENT

101 CHURCH STREET
KISSIMMEE, FL 34741

FOR MORE INFORMATION, CONTACT US AT
FINANCE@KISSIMMEE.GOV

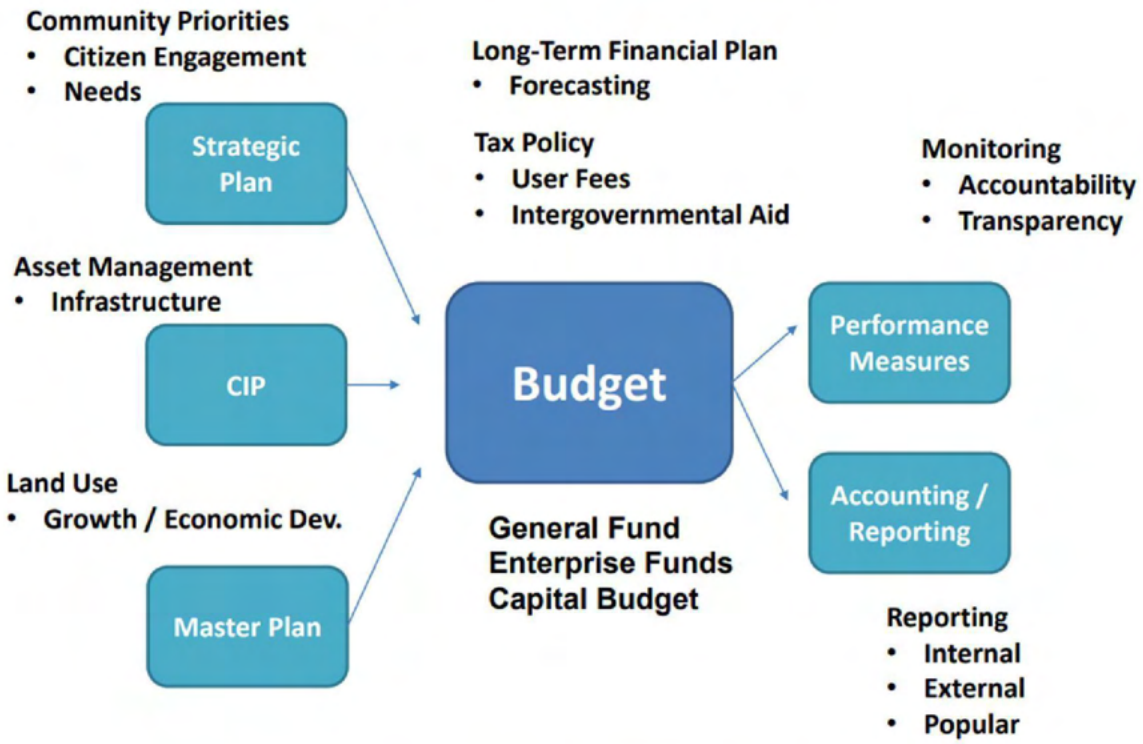
Exhibit “B”
Budget Overview
PowerPoint Presentation FY Budget 2024/2025

Budget Workshop

Fiscal Year 2025

CITY OF KISSIMMEE 1883

The Budget System



CITY OF KISSIMMEE 1883

It is my privilege to present the Fiscal Year (FY) 2024-25 annual budget for the City of Kissimmee, in accordance with the City Charter. The theme for the FY 2024-25 budget is sustainability centered around the pillars of growth and investment to sustain. Sustainability means meeting the needs of the present without compromising the ability of future generations to meet their own needs. As such, this budget was built with present and future Kissimmeeians in mind. We believe this budget equips us to serve both in alignment with the City's Strategic Plan. Every effort has been made to clearly present funding levels and provide sufficient narrative explanation to document the City's financial plans for the coming year.

We believe that growth and investment are prerequisites to sustainability. Actions we take today, affect tomorrow. Inactions we take today, affect beyond tomorrow. Doing nothing often results in a costlier alternative.

CITY OF
KISSIMMEE
1883

Budget Basics

- The General Fund is the primary operating fund to pay for basic City services, programs, and the daily operations of the City
- The City has over 120 different funds
- There are separate funds for standalone businesses like solid waste, stormwater, airport, central services
- There are separate funds for special revenue like sales tax, gas tax and building

CITY OF KISSIMMEE 1883

Millage Highlights

- Recommended Operating millage 4.6253
- Rollback 4.3010, roughly $1.8M less
- $184,052,728 in new taxable value
- $688,216,369 in reassessments and new taxable value
- Certified value of $6,284,661,173



CITY OF KISSIMMEE 1883

Ad Valorem Highlights

AD VALOREM MILLAGE RATE 4.6253 NO INCREASE

Average millage of cities in State of Florida is 4.9275

Average millage of cities with 25,000 to 99,999 residents is over 5 mills

Average millage of cities with >100,000 residents is over 6 mills

PROPERTY VALUES INCREASED BY 10.8%

ONE MILL GENERATES $6.3M

CRA VALUES INCREASED BY 16.6%

CITY OF KISSIMMEE 1883

ALL FUNDS

TOTAL BUDGETS SUMMARY

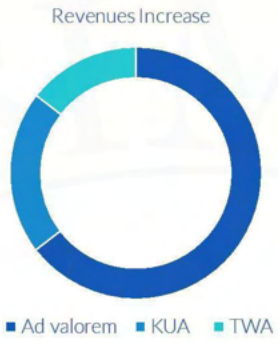
FUND NAME	ACTUAL FY 2023	ADJUSTED BUDGET FY 2024	ESTIMATE FY 2024	BUDGET FY 2025
General Fund	$ 137,944,918	$ 136,946,629	$ 147,673,134	$ 141,295,715
Stormwater Utility	12,228,791	14,374,144	14,490,040	9,128,694
Solid Waste	8,953,967	10,315,996	9,616,435	8,583,157
Airport	1,743,686	2,354,881	2,346,693	3,719,453
Central Services	12,179,575	16,450,728	15,070,512	12,876,812
Local Option Sales Tax	26,636,718	32,442,986	31,867,226	19,054,000
Mobility Fee	12,843,750	9,780,266	13,434,148	9,349,338
Local Option Gas Tax	9,539,020	9,508,654	10,317,914	7,753,359
Paving Assessment	13,364	10,000	10,000	10,000
Building	11,938,088.00	12,168,339.00	12,615,792.00	6,671,915
Downtown Community Redevelopment	8,398,559.00	8,078,949.00	9,603,441.00	8,192,005
Vine Street Community Redevelopment	4,395,886.00	6,039,879.00	6,713,480.00	6,039,670
CDBG Entitlement Grants	-	-	-	896,880
SHIP Grants	-	-	-	628,202
HOME Grants	-	-	-	325,641
Recreation Impact	4,221,580	4,241,180	4,066,287	2,140,581
Police 2nd Dollar Assessment	70,403	59,356	59,356	49,651
Victims of Crime Act Grant	306,698	324,092	324,092	340,296
State Law Enforcement Trust	432,090	369,908	415,299	391,999
Federal Law Enforcement Trust	53,270	47,025	53,270	53,770
School Crossing Guard Trust	50,096	3,650	25,799	3,650
Treasury Forfeiture	312,737	79,434	312,739	313,239
Charter School	9,951,368	8,841,976	8,841,976	0
Utility Tax	8,430,013	8,499,189	8,536,079	8,758,100
Local Option Sales Tax Bonds	3,110,616	2,165,023	2,165,023	2,161,857
Local Option Gas Tax Notes	287,028	290,841	290,841	294,385
Community Redevelopment Notes	295,249	313,928	313,928	331,903
Series 2016/2022 Bonds	7,424,590	3,698,661	6,943,741	6,949,815
Liab/Workers Comp Self Insurance	5,989,477	5,924,197	5,590,098	4,949,151
Health Self Insurance	11,095,764	12,194,697	12,074,073	12,118,649
TOTAL BUDGET	**298,847,301**	**305,524,608**	**323,771,416**	**273,381,887**

CITY OF KISSIMMEE 1883

General Fund Highlights

- Total revenue for General Fund is projected to be $97,502,952

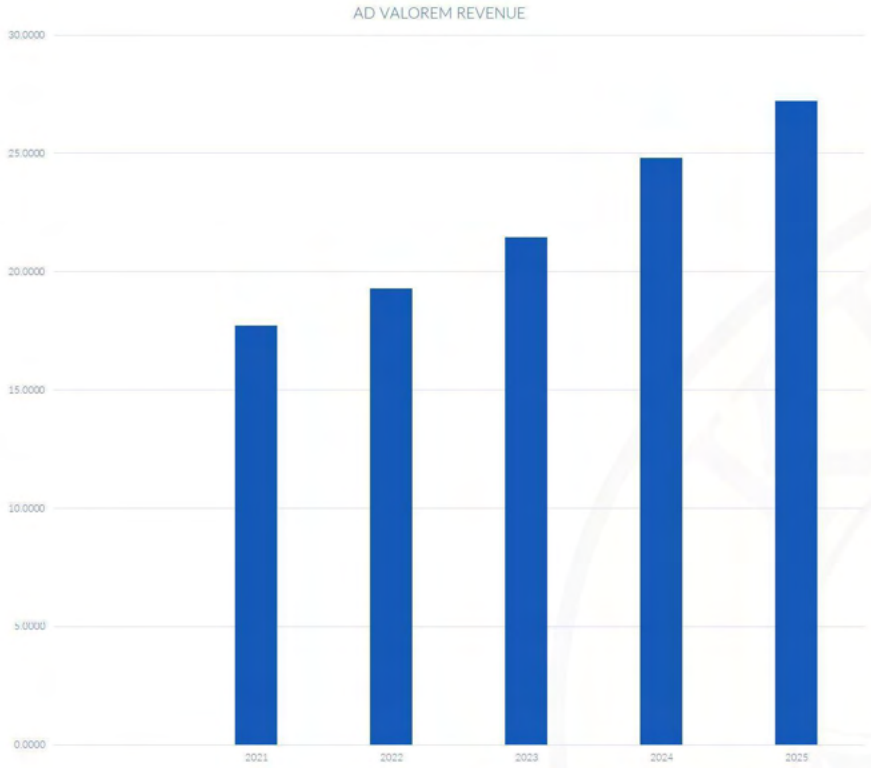
- Budgeted revenues increase of 10.9%

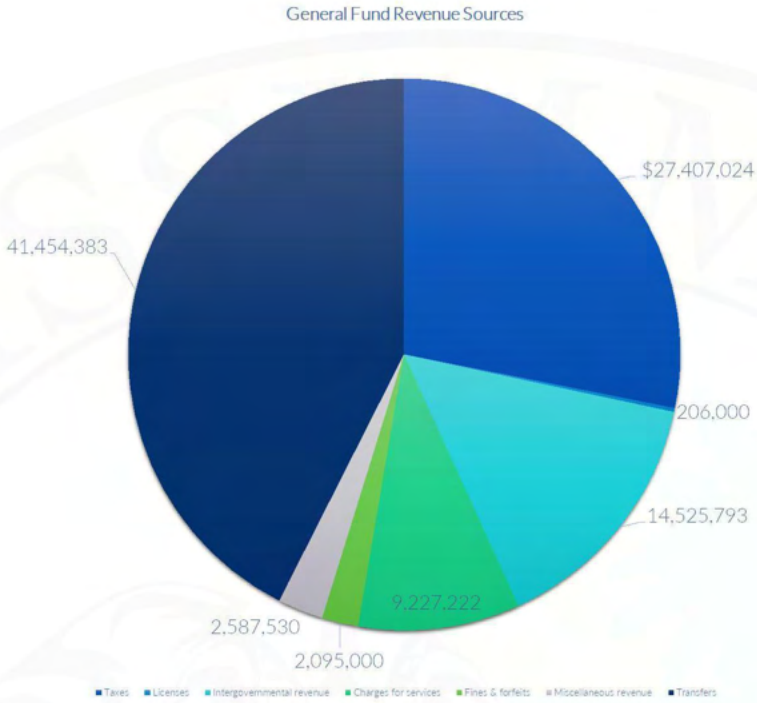


- Largest sources of revenue: KUA, Ad valorem, State revenues, Utility taxes, TWA

CITY OF KISSIMMEE 1883

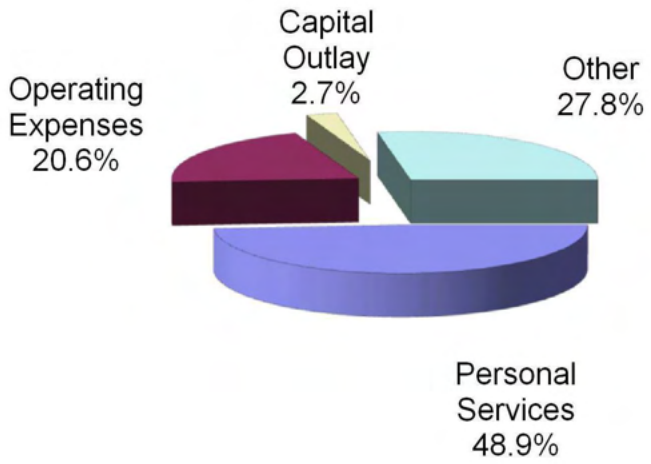
Revenue Highlights

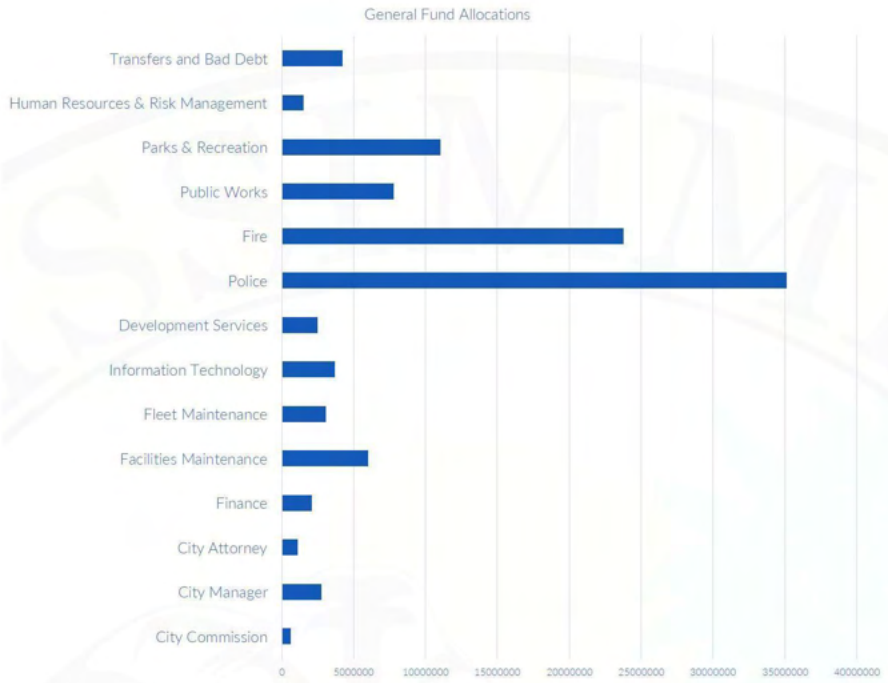




CITY OF KISSIMMEE 1883

General Fund Allocations

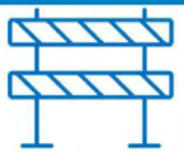




CITY OF KISSIMMEE 1883

Fund Highlights



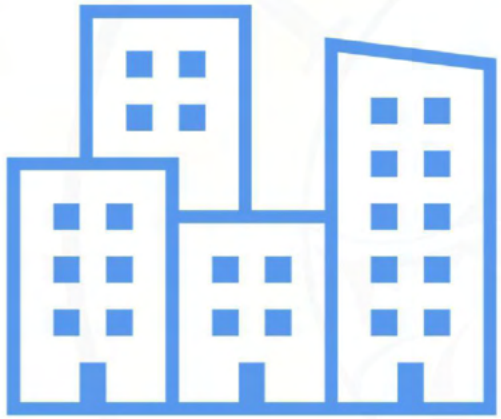



- Stormwater Utility, over $6.9M in revenues generated
  - $10.46 per month per ERU
  - One stormwater equipment operator and one stormwater inspector recommended
- Solid Waste Utility, nearly $7.6M in revenues generated
  - $23.96 per month per residence
  - Adjusted for CPI and fuel costs
  - No new positions
  - Utilizing reserves
- Airport Fund, over $1.9M in revenues generated
  - Leases reevaluated
  - Reserves
  - No new positions
- Central Services Fund, nearly $12.8M in transfers
  - Elevated costs
  - One fleet mechanic recommended

CITY OF KISSIMMEE 1883

Other Fund Highlights

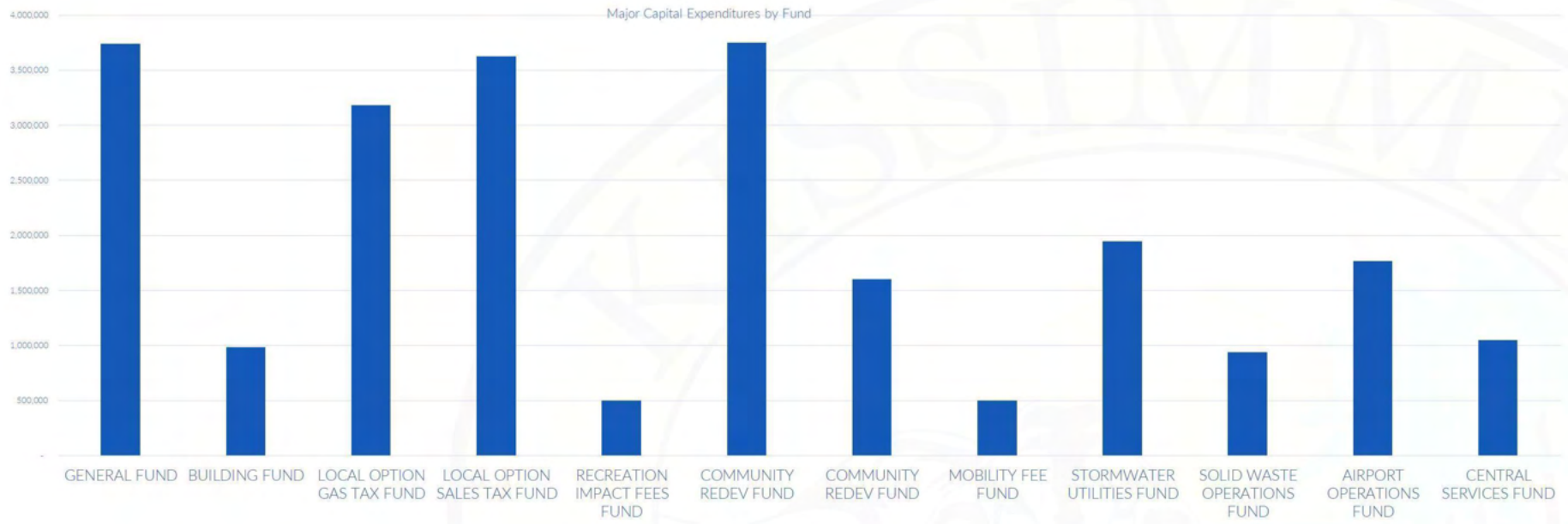
- Local Option Sales Tax, over $12.3M in revenue generated
- Local Option Gas Tax, $3.5M in revenue generated
- Mobility Fee
- Rec Impact Fee
- Building Fund
- CRAs
- Liability/WC Fund
- Health Insurance Fund



CITY OF KISSIMMEE 1883

Capital Overview

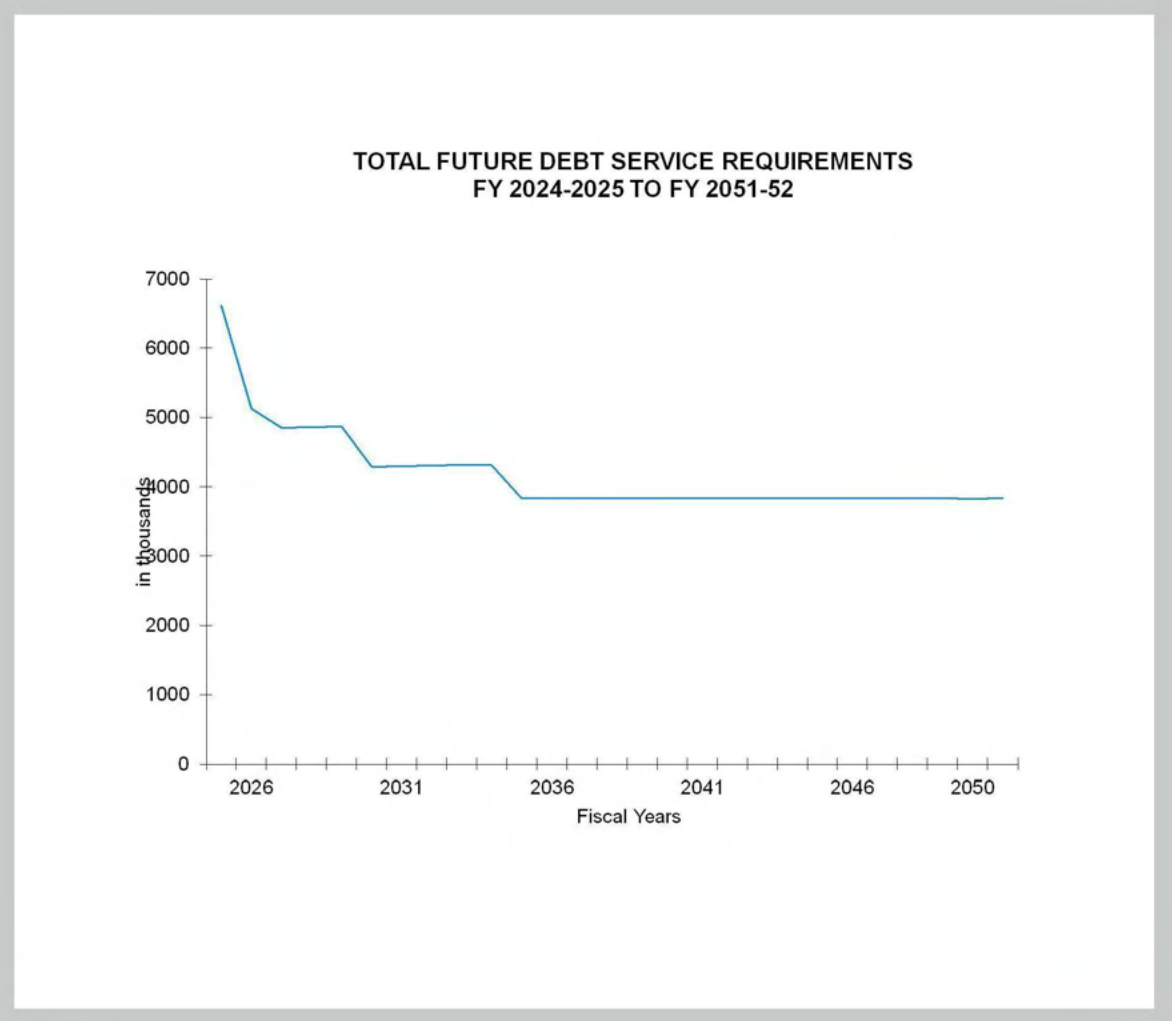
- Total Capital Expenditures FY 25 $23M



CITY OF KISSIMMEE 1883

Debt Overview

- Bond rating 'AA+'
- Multiple borrowings expected to retire soon and stabilize
- Outstanding annual debt service payment per capita: $79.91
- Outstanding long-term debt per capita: $810.64



CITY OF KISSIMMEE 1883

Grant Overview

- Total Grant Revenue FY 23 $18M

CITY OF KISSIMMEE, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended September 30, 2023

Agency/Program	Assistance Listing #	Grant #	Federal Expenditures	Through to Subrecipients
Clustered				
Child Nutrition Cluster				
U.S. Department of Agriculture				
Passed through the Florida Dept of Agriculture and Consumer Services				
School Breakfast Program	10.553		$ 123,382	$ 123,382
National School Lunch Program	10.555		436,020	436,020
Supply Chain Assistance Funding	10.555		9,871	9,871
			445,891	445,891
Total U.S. Department of Agriculture - Child Nutrition Cluster			569,273	569,273
Not Clustered				
U.S. Department of Housing and Urban Development				
CDBG - Entitlement Grants Cluster				
Community Development Block Grant 2019	14.218	B-19-MC-12-0051	85,478	-
Community Development Block Grant 2020	14.218	B-20-MC-12-0051	274,523	-
Community Development Block Grant 2021	14.218	B-21-MC-12-0051	202,918	6,476
Community Development Block Grant 2022	14.218	B-22-MC-12-0051	608,513	102,995
Subtotal			1,171,432	109,470
Passed through the Florida Department of Economic Opportunity				
Community Development Block Grant - MIT	14.228	IR033	1,257	-
Home Investment Partnerships Program				
Home Investment Partnerships Program 2018	14.239	None	270,763	
Home Investment Partnerships Program 2019	14.239	None	13,006	
Home Investment Partnerships Program 2020	14.239	None	257,038	
Home Investment Partnerships Program 2022	14.239	None	324,166	
Subtotal			864,973	-
Total U.S. Department of Housing and Urban Development			**2,037,662**	**109,470**
U.S. Department of Justice				
Passed through the Florida Office of the Attorney General				
Victims of Crime Act	16.575	VOCA2021-City of Kissimmee - 00575	61,404	
Bulletproof Vest Partnership	16.607	Unk	16,569	
Edward Byrne Memorial Justice Assistance Grant (JAG)	16.738	2021-JAGC-IERT-8C215	26,219	
Edward Byrne Memorial Justice Assistance Grant (JAG)	16.738	2021-JAG-15PBJA-21-FP-03313-JAGX	27,369	
Subtotal			53,588	-
Equitable Sharing Program	16.922	Unk	15,000	
Total U.S. Department of Justice			**146,561**	-
U.S. Department of Transportation				
Airport Improvement Program	20.106	3-12-0038-040-2021	135,139	
Airport Improvement Program	20.106	3-12-0038-043-2023	11,634	
Airport Improvement Program	20.106	3-12-0038-044-2023	5,310	
Airport Improvement Program	20.106	3-12-0038-042-2022	4,653,303	
Airport Improvement Program	20.106	3-12-0038-037-2020	829,363	
Subtotal			5,634,749	-
Highway Planning and Construction Cluster				
Passed through the Florida Department of Transportation				
Highway Planning and Construction	20.205	437472-2-38-01/G2473	682,357	
Highway Planning and Construction	20.205	434916-1-48-01/G0140	199,016	
Subtotal			881,373	-
Total U.S. Department of Transportation			**6,516,121**	-
U.S. Department of the Treasury				
Passed through the Florida Department of State				
Covid-19 Coronavirus State and Local Fiscal Recovery Fund	21.027	23.s.aa.900.040	7,750	-
Covid-19 Coronavirus State and Local Fiscal Recovery Fund	21.027	SLT 3338	7,633,078	462,227
Total U.S. Department of the Treasury			**7,640,828**	**462,227**

Continued

CITY OF KISSIMMEE, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended September 30, 2023

Agency/Program	Assistance Listing #	Grant #	Federal Expenditures	Through to Subrecipients
U.S. Department of Energy				
Passed thru the Florida Department of Agriculture and Consumer Services				
State Energy Program	81.041	URF012	$ 32,450	$ -
Total U.S. Department of Energy			32,450	-
U.S. Department of Homeland Security / FEMA				
Passed thru the Florida Department of Emergency Management				
Public Assistance - Hurricane Irma	97.036	PA-00-06-59-01-232	82,658 *	
Passed thru the Florida Department of Emergency Management				
Passed thru the Orange County Sheriff's Office				
Homeland Security Grant Program	97.067	R0500	47,940 **	
Total U.S. Department of Homeland Security			130,598	-
TOTAL EXPENDITURES OF FEDERAL AWARDS			**$ 17,073,393**	**$ 1,140,970**

CITY OF KISSIMMEE 1883

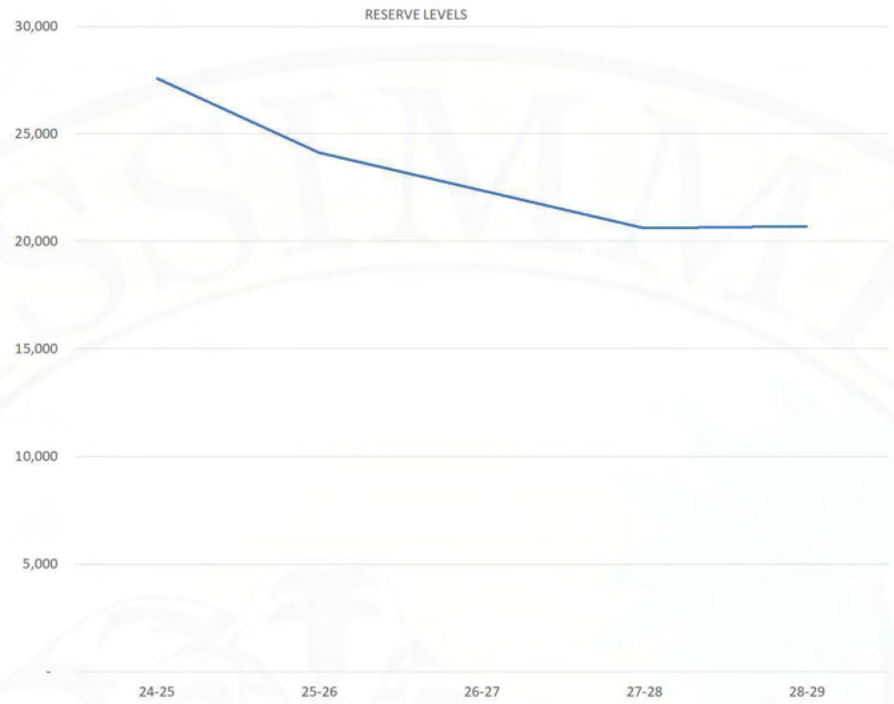
Pension Overview

Police/Fire/General Historical UAAL & Funded Ratio						
Valuation Date	Police UAAL	Police Funded %	Fire UAAL	Fire Funded %	General UAAL (City employees only)	General Funded %
2023	15,635,843	84.6	14,443,046	78.5	15,895,791	78.6
2022	12,207,586	87.1	14,729,836	77.4	14,896,863	76.4
2021	11,204,679	86.9	12,310,908	78.5	11,093,454	89.1

CITY OF KISSIMMEE 1883

Reserve Overview

- Projected to utilize approximately $8.2M of reserves
- 33% reserves at the end of FY 25, 20% reserves at the end of FY 29
- 5 Year Plan



CITY OF KISSIMMEE 1883

FY25 Economic Assumptions

• Inflation	2.5 % - 4%
• Tourism	modest growth
• Sales tax	modest growth
• Investment income	modest growth
• External factors	elevated risk
• Benefit costs	high growth

CITY OF KISSIMMEE 1883



Thanks!

@CityofKissimmee

Exhibit “C”
General Discussion
PowerPoint Presentation:
Commissioner’s Pension v. City Contributions

CITY OF KISSIMMEE

Budget workshop July 23, 2024

CITY OF KISSIMMEE 1883

Proposed Pension for Elected Officers



CITY OF KISSIMMEE
1883

Proposed Pension Contribution Structure for Elected Officials

- **City contribution**
  - Last year the City Contributed a minimum of 21.5% of the commissioner's salary.

- **Commissioners**
  - 3.69% of Salary for Tier 1
  - 7.5% of Salary for Tier 2

- **Retirement Eligibility**
  - Commissioners must be at least partially vested (5 years).
  - Must be at least 60 years old to collect the pension.
  - Must have accrued a minimum of 10 years of credited service.

CITY OF KISSIMMEE 1883

Partial Vesting Schedule

Vesting starts after 5 years of service, with increasing percentages based on years of service:

- 5 years but less than 6 years: 25%
- 6 years but less than 7 years: 40%
- 7 years but less than 8 years: 55%
- 8 years but less than 9 years: 70%
- 9 years but less than 10 years: 85%
- 10 or more years: 100%



CITY OF KISSIMMEE 1883

Example Contributions: Tier 1

Fiscal Year	Pensionable Pay	Tier 1 - 3.69% Commissioner Contributions	21.5% City Contribution
2021	31,500.00	1,162.35	6,772.50
2022	32,000.00	1,180.80	6,880.00
2023	32,500.00	1,199.25	6,987.50
2024	33,000.00	1,217.70	7,095.00
2025	33,500.00	1,236.15	7,202.50
2026	34,000.00	1,254.60	7,310.00
2027	34,500.00	1,273.05	7,417.50
2028	35,000.00	1,291.50	7,525.00
	Total Contributions	**9,815.40**	**57,190.00**

CITY OF KISSIMMEE 1883

Example Contributions: Tier 2

Fiscal Year	Pensionable Pay	Tier 2 - 7.5% Commissioner Contributions	21.5% City Contribution
2021	31,500.00	2,362.50	6,772.50
2022	32,000.00	2,400.00	6,880.00
2023	32,500.00	2,437.50	6,987.50
2024	33,000.00	2,475.00	7,095.00
2025	33,500.00	2,512.50	7,202.50
2026	34,000.00	2,550.00	7,310.00
2027	34,500.00	2,587.50	7,417.50
2028	35,000.00	2,625.00	7,525.00
	Total Contributions	**19,950.00**	**57,190.00**

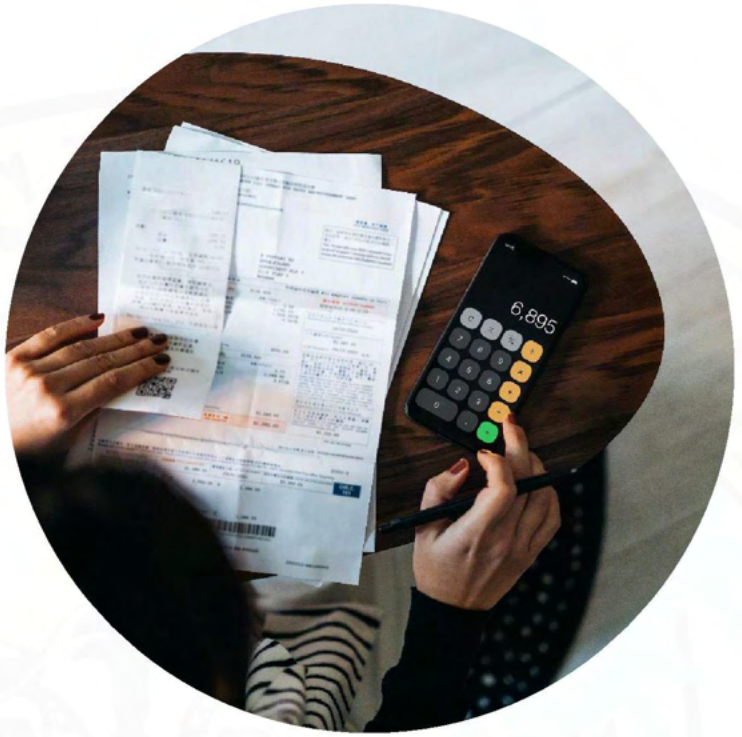
CITY OF KISSIMMEE 1883

Example Benefit Calculation

Commissioner vested for 8 years:

- Retirement age of 60
- Estimated benefit:
  - Tier 1 (2.8%): $514.27
  - Tier 2 (3.0%): $546.00

- The retirement benefit estimator provides insights into the proposed retirement benefits for elected officials under a new ordinance. (HR Intranet)



CITY OF KISSIMMEE 1883

2024 Retirement Plan Contribution Limits for 457(b) & 401(a)

The following chart compares the contribution limits for 457(b) plans and 401(a) plans. Each plan has separate contribution limits.

	457(b) Plans	401(a) Plans
• Maximum Annual Contribution	$23,000	$69,000*
• "Age 50 Catch-Up" Limit	$7,500	None

Maximum not to exceed the total annual salary.

CITY OF KISSIMMEE 1883

Notable Differences

457(b) Deferred Compensation Optional Employee Contributions

- No 10% Tax Penalty for Early Withdraw before age 59½.

401(a) Defined Contribution Employer Sponsored

- 10% early-withdrawal penalty before age 59½.
- City contributions are discretionary.
  - City contributions are pre-tax dollars.
  - City sets vesting schedule for the city contributions.



CITY OF KISSIMMEE 1883

Next Steps

- Direction and Funding
- Prepare Ordinance Change for Pension; or
- Set up 401(a) plan for elected officials
- Complete Onboarding Paperwork



CITY OF KISSIMMEE 1883

Exhibit “D”
General Discussion
Current Charter Language: Commissioner’s Salaries

Section 6. - Compensation of commissioners.

(a) Each member of the city commission shall receive as an annual salary the amount indicated below, based upon the population of the City of Kissimmee. In addition, to the base salary shown, compensation shall be made for population increments over the minimum for each population group at a rate of $0.40 per resident.

Population Group	City Population Range		Base Salary
	Minimum	Maximum	
A	30,000	39,999	$12,000.00
B	40,000	49,999	$16,000.00
C	50,000	59,999	$20,000.00
D	60,000	69,999	$24,000.00
E	70,000	79,999	$28,000.00
F	80,000	89,999	$32,000.00
G	90,000	99,999	$36,000.00

(b) In addition to the annual salary amount calculated in subsection (a) above, the mayor-commissioner shall receive one thousand two hundred dollars ($1,200.00) annually and the vice-mayor shall receive one hundred and eighty dollars ($180.00) annually, prorated monthly.

(c) Annual compensation shall be automatically adjusted within thirty (30) days after receipt of the annual population figures, as compiled by the Executive Office of the Governor, in accordance with the Florida Statutes § 186.901. This annual compensation shall be prorated over the subsequent twelve-month period.

(d) Definition. "Population" means the population according to the latest annual determination of population of local governments produced by the Florida Department of Administration in accordance with Florida Statutes § 186.901.

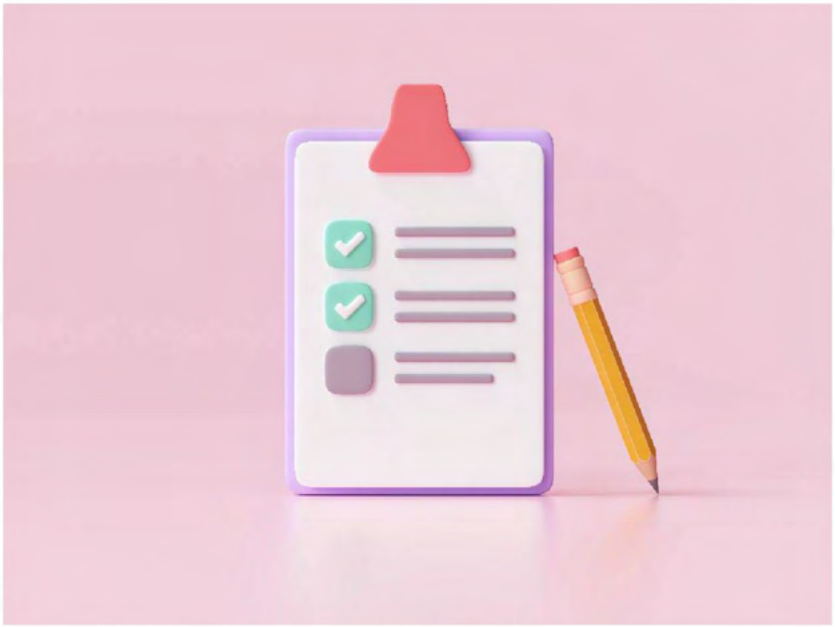
(e)

The formula set out in subsections (a) through (d) shall not be amended except after passage of a duly authorized ordinance and submission for referendum as authorized under Florida Statutes chapter 166.

(Ord. No. 896, § 1, 11-1-1977; Ord. No. 926, § 1, 5-30-1978; Ord. No. 930, §§ 1—5, 7-18-1978; Ord. No. 1857, § 5, 10-6-1992; Ord. No. 2753, § 1, 4-20-2010/8-24-2010)

Exhibit “E”
General Discussion
PowerPoint Presentation: Employee Childcare

Employee Childcare Survey



CITY OF KISSIMMEE 1883

Employee Childcare Survey April 2024

- Aim: To understand childcare needs and preferences.
- Survey overview: 680 responses (87%) from approximately 780 city employees.



CITY OF KISSIMMEE 1883

Survey Key Findings

Interest in City-Provided Information on Childcare Programs available in the community:

- 33% or 220 out of 669 respondents expressed interest.

How much are you able to pay per week for Childcare:

- 4% receive help from the Early Learning Coalition or other service.
- 75% pay $1 - $300 per week for childcare services.
- 18% pay $301 - $600 per week for childcare services.

Top 6 Important Factors for Parents:

- Cost
- Reliability
- Security & Safety
- Work Schedules
- Quality
- Location

CITY OF KISSIMMEE 1883

Key Findings



Children's Age Ranges Based on Responses	Results
Infant (0-2 years old)	72
Toddler (3-5 years old)	83
Elementary school (6-11 years old)	138
Middle School (12-14 years old)	91
Not Applicable	406

CITY OF KISSIMMEE 1883

HR Recommendations

CITY OF KISSIMMEE 1883

Recommendations

Additional resources available to our employees

- Cigna Employee Assistance Program
  Has Referral Services for child and elder care
  https://my.cigna.com/web/secure/consumer/coverage/eap
- Child Care Resource and Referral Service
  https://www.elcosceola.org/child-care-resources-referrals



CITY OF KISSIMMEE 1883

Implement Dependent Flexible Spending Accounts (FSA)

Fee Structure:

- $3.95 per participant per month with a guaranteed amount per month.

Tax Savings:

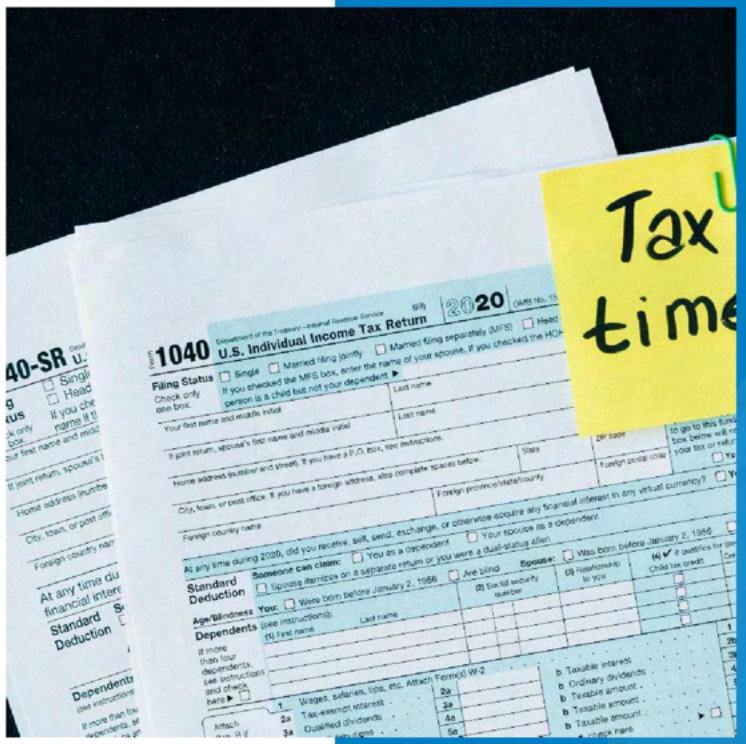
- Significant tax savings 10-30% on expenses for the care of qualified dependents.

Pre-tax Dollars:

- Money set aside in the account is in pre-tax dollars, reducing taxable income.



CITY OF KISSIMMEE 1883



Example Savings

- For a 15% federal tax bracket, save $150 in federal taxes for every $1,000 spent on dependent care.

- Approximately 21.35% savings on every dollar contributed to an FSA. Combined savings include employee share of FICA taxes (7.65%) and average income tax rate (13.6% to 21.25%).

CITY OF KISSIMMEE 1883

Next Steps

- HR has evaluated multiple companies providing FSA services.

- Direction for potential implementation.



CITY OF KISSIMMEE 1883



Thanks!

@CityofKissimmee

Exhibit “F”
Conclusion
Citizen Email

From: Mike Steigerwald
To: Tameara Crespo
Subject: Fwd: Public Comment on Budget Proposal
Date: Tuesday, July 23, 2024 7:40:19 AM

Please include the finance directors response as well.

Sent from my iPad

Begin forwarded message:

From: Tavia Ritchie <Tavia.Ritchie@kissimmee.gov>
Date: July 23, 2024 at 6:50:11 AM EDT
To: Mike Steigerwald <MIKE.STEIGERWALD@kissimmee.gov>
Subject: RE: Public Comment on Budget Proposal

The Government Finance Officers Association (GFOA) has approximately 200 Best Practice (BP) and advisory statements and these are continuously evolving as technology changes and new accounting guidance is issued. We've taken particular interest in making sure the City of Kissimmee aligns itself with the BPs where feasible. Of the nearly 200 BPs, only 28 of those best practices are geared specifically towards the budget. The Structurally Balanced Budget BP is a budget best practice; however, the Capital Asset Management BP is not a budget best practice. Furthermore, the GFOA Distinguished Budget Award stretches its 28 best practices into 83 criteria for the award. Our budget meets all of the criteria. However, there is always room for improvement.

In addition, the structurally balanced budget best practice is not advocating that recurring revenues be formally allocated or "earmarked" to recurring expenditures, but rather is advocating that the budget presentation provide transparency as to whether recurring revenues and recurring expenditures are balanced. Our budget presentation gives an overview of reserves and their relationship to the budget. This is also outlined in the budget message on starting on page 7 and in the Reserves Balance schedules section starting on page 27. Our budget process encompasses a five year outlook to take into account long term financial sustainability to ensure we properly account for future expenses. Our forecasting includes all expenditure categories: personnel, operating, capital, reserves and debt.

The capital asset management policy is geared towards inventory. It is not the same as our capital improvement plan. Both provide useful information; however, the best practice is referring to inventory not a full capital asset inventory listing displayed within our capital improvement plan. For example, our City engineers keep a detailed inventory listing of our roads and this is how our paving gets prioritized and funded annually. This is accomplished separately, not alongside the CIP.

We must be careful not to inundate our readers with too much information. Currently, the budget book is over 300 pages long. We try to capture all of GFOA's recommendations in a manner that is plain yet captivating to keep the interest of our readers, citizens, and external stakeholders. With so many areas, to touch on it's easy that some can be missed or unclear altogether upon the first, second, and even third reading.

From: Mike Steigerwald <MIKE.STEIGERWALD@kissimmee.gov>
Sent: Monday, July 22, 2024 3:06 PM
To: Tavia Ritchie <Tavia.Ritchie@kissimmee.gov>
Subject: Fwd: Public Comment on Budget Proposal

Thoughts?

Begin forwarded message:

> **From:** Alex Alemi <alexalemi@gmail.com>
> **Date:** July 22, 2024 at 2:51:58 PM EDT
> **To:** Linda Hansell <linda.hansell@kissimmee.gov>, Mike Steigerwald <mike.steigerwald@kissimmee.gov>
> **Subject: Public Comment on Budget Proposal**
>
> **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
>
> Hi, I wanted to share some comments on the Kissimmee city budget since I am unable to attend tomorrow's budget workshop.
>
> I am very happy to see the city emphasize financial sustainability in this year's budget. The city's commitment to financial excellence was recently recognized by the Government Finance Officers Associations (GFOA) when Kissimme was awarded the Triple Crown. The city should be proud of this accomplishment. Kissimmee was one of only three municipalities to receive this award for its transparent and distinguished financial documents this year.
>
> I would love to see Kissimmee continue to strive for excellence by embracing GFOA best practices I did not see reflected in this year's budget. In particular, the "Achieving A Structurally Balanced Budget" and "Capital Asset Management" best practices. As the GFOA points out, currently accepted balanced budget practices may not be enough to ensure financial sustainability. These best practices help to fill in some of

the gaps.

One shortcoming in current budget practices is that resources and expenditures are not broken down into recurring and non-recurring sources. This makes it difficult to properly account for predictable future expenses associated with recurring maintenance liabilities. The practices outlined in the above proposals encourage cities to break down resources and expenditures into recurring and non-recurring sources in their annual budgets. And, furthermore, to include in their capital improvement plan a full inventory of the city's assets, including renewal and replacement life cycles and replacement costs. A "structurally balanced budget" is one in which recurring costs are balanced by recurring revenues. I would love Kissimmee's FY25 proposed budget to report on structural balancing and for the five year capital improvement plan to include a full capital asset report. The GFOA also recommends that the city provides a plain language report summarizing its capital assets, including maintenance liabilities, to elected officials and the public at least once every three years. This can help increase transparency and guide future decisions on taking on long term liabilities.

To illustrate how these practices could be of use to the city, let us consider the maintenance liability inherent in the city's paved roads. In its performers indications, the FY25 lists that the city currently maintains 166 miles of paved roads. It does not report on the service lifetime and replacement cost for those roads. I used FDOT's Cost Per Mile and Service Life reports to estimate these costs. FDOT indicates that it costs about $850k/mile to mill and resurface a (two lane urban) road and that this has to be done every 12 to 20 years. Taken together, these numbers indicate that the average cost to maintain Kissimmee's current road network is at least $7 million per year. Meanwhile, the FY25 budget (pg. 260) seems to have allocated only $900k from the local option gas tax for materials and supplies to maintain these roads. I believe this disparity should be looked into. I would love to see a more detailed analysis from the city on long term maintenance liabilities, not only for roads, but for all of the city's assets, such as stormwater pipes, ditches, sidewalks, parks and public lands, vehicles, etc. As the GFOA best practices highlight, the current reporting methods make this type of analysis extremely difficult and therefore can obscure predictable future shortfalls due to recurring maintenance costs.

I am proud of Kissimme's commitment to financial sustainability and transparency in financial reporting. I believe that adopting the Structural Balanced Budget and Capital Assets management best practices will help the city fulfill these goals and help ensure the city's long term financial solvency.

Best Regards,

Alex Alemi
[AlexAlemi@gmail.com]

ITEM 7.B

Amendment No. 1 to Memorandum of Understanding with T28, LLC, for Grant Agreement Financial Obligation for Business Airpark Infrastructure

Request

Approval of Amendment No. 1 to Memorandum of Understanding with T28, LLC, for Financial Obligation for Florida Department of Transportation (FDOT) Public Transportation Grant Agreement (PTGA) in the amount of $78,750.00. Contract No. 20240436.

Explanation

The Florida Department of Transportation (FDOT) is offering additional funding for a grant in the amount of $315,000.00 for infrastructure development (utility extensions, earthwork, stormwater, pavements, etc.). The Business Airpark at Aviation Way was initiated over ten years ago for aviation economic development. Developers have now proposed the final layout of aviation facilities requiring final site improvements. These infrastructure improvements will be required for the final site preparation and allow development to support aviation economic development.

The developer, T28, LLC, will provide the local match of $78,750.00, required under the PTGA. The City will oversee the bid and construction of these improvements and will retain ownership of the improvements.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47000389-389401 47070106-506393	NA NA	Increase Increase	$78,750 $78,750	$78,750 $78,750

Financial Summary:

Portions of this project are funded by the Florida Department of Transportation (80%) and the private developer T28, LLC (20%). The total project amount is $943,750.00 with each agency funding the following amounts:

$440,000.00 FDOT approved by Commission on May 16, 2023
$110,000.00 T28, LLC MOU approved by Commission on May 16, 2023

$315,000.00 FDOT (Amendment) Approved by Commission on May 21, 2024
$78,750.00 T28, LLC MOU (Amendment) August 6, 2024

The revised project total is $943,750.00.

Recommendation

Approval of Amendment No. 1 to Memorandum of Understanding with T28, LLC, for Financial Obligation for FDOT Public Transportation Grant Agreement (PTGA) in the amount of $78,750.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):

1. (S) First Amendment to MOU Between City and T28, LLC
2. T28, LLC City Of Kissimmee Mou Business Airpark Development May 16, 2023
3. Executed PTGA to Sponsor 452965-1-94-01 (G2L26) Business Airpark Development at Kissimmee

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

BETWEEN CITY OF KISSIMMEE and T28, LLC

THIS FIRST AMENDMENT TO the MEMORANDUM OF UNDERSTANDING by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "CITY" and T28 LLC, whose address is 3955 Merlin Drive, Kissimmee, Florida 34741 and each represents as follows:

WITNESSETH

WHEREAS, the City received a grant from the Florida Department of Transportation (FDOT), under a Public Transportation Grant Agreement (PTGA), Project No. 452965-1-94-01, in the amount of $440,000.00, which will partially fund the Aviation Way roadway project for Phase II of the Business Airpark Development at Kissimmee Gateway Airport; and

WHEREAS, the City and T28 LLC entered into a Memorandum of Understanding on May 16, 2023, which provided in pertinent part that T28, LLC would contribute the City's portion of the local match contribution required by FDOT pursuant to the PTGA in the amount of $110,000.00; and

WHEREAS, FDOT is offering additional grant funding in the amount of $315,000.00 for infrastructure improvements to the Business Airpark at Kissimmee Gateway Airport; and

WHEREAS, under the grant, the City must provide an additional contribution of $78,750.00, which T28 LLC has agreed to also fund; and

NOW THEREFORE in consideration of the terms, conditions, and mutual covenants hereinafter contained, the CITY and T28 LLC hereby agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and specifically incorporated herein.

SECTION 2. AMENDMENT: For purposes of changes to the original text of the Memorandum of Understanding as set forth below, underlined words indicate additions to existing text, and ~~stricken~~ words include deletions from existing text; words neither underlined nor stricken are the existing text, and will remain including in the Memorandum of Understanding.

1. **TERM.** The term of this agreement shall begin upon execution and continue for a period of three years or until the project is completed.

2. **PROJECT**. Phase II of the roadway improvements is currently known as Aviation Way. The Phase II improvements consist of (1) utility extensions, (2) paved area modification and (3) drainage improvements, (4) cut, fill and grading. These improvements will be further outlined in permitting plans subject to City approval.

The estimated cost of the project is ~~$550,000.00~~ $943,750.00. Project costs shall include all permit fees, impact fees, inspection costs and other costs associated with constructing the Phase II Improvements.

3. **FUNDING**. The City's contribution to the Project shall not exceed the grant funding received by FDOT, which is currently ~~$440,000.00~~ $755,000.00. T28, LLC's contribution shall, at minimum, be ~~$110,000.00~~ $188,750.00. Should the cost of the Project exceed ~~$550,000.00~~, $943,750.00, T28 LLC agrees to solely bear the excess expenses and any cost overruns or deficits involved, which are not reimbursable by FDOT through additional grant funding.

   A. Upon execution of this agreement, T28, LLC will place $30,000.00 in escrow with the City prior to the City issuing a construction notice to proceed. City shall hold the escrow funds in an interest-bearing account to fund the Project.
   B. The remaining ~~$80,000.00~~ $158,750.00 to be paid by T28, LLC will be paid in installment payments to be agreed upon during the design and construction phase of the project, upon notification by the City of future anticipated construction cost invoices. Payments made by T28, LLC must be made within 30 days notification by the City.
   C. T28, LLC will warrant that the Project matching funds are available and provide written certification from a financing institution of concurrence with the requirements outlined in this agreement.
   D. Under no circumstances shall the City/Airport be obligated to construct the Project prior to payment of the full matching amount is paid to the City.
   E. Any funds remaining after construction which are in excess of the construction cost contributed by T28, LLC will be returned to T28, LLC within thirty (30) days after the FDOT project is closed out.

4. **RIGHTS and OBLIGATIONS OF THE PARTIES.**

   A. T28, LLC shall provide construction plans for the Phase II improvements signed and sealed by a licensed Florida Professional Engineer for the City's use in publicly bidding the project.
   B. T28, LLC shall provide Phase II engineering services for construction management and project closeout coordination required between the City and FDOT.
   C. The Phase II Improvements shall be owned and maintained by the City.
   D. T28, LLC agrees and understands that the City will make all decisions and determinations of how to proceed in disputes regarding the Project, up to and including legal action and whether or not to settle any claim and/or the terms of any proposed settlement.
   E. T28, LLC may request the City assign its legal rights to T28, LLC in case of dispute.
   F. T28, LLC agrees and understands that its sole right to appeal any decision made by the City is governed by City Code, §8-1-14.

T28, LLC

William M. Whelan, Manager

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15th day of July, 2024, by William M. Whelan as Manager of T28 LLC, a Florida corporation, who is personally known or has produced identification, and acknowledged before me that they executed the forgoing document as such officer, in the name and on behalf of the corporation.

Seal:

TROY LAWRENCE
MY COMMISSION #HH508508
EXPIRES: MAR 26, 2028
Bonded through 1st State Insurance

Signature of Notary Public

CITY OF KISSIMMEE

Olga Gonzalez, Mayor- Commissioner

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN CITY OF KISSIMMEE and T28, LLC

THIS MEMORANDUM OF UNDERSTANDING is made this 16th day of May, 2023 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "CITY" and T28 LLC, whose address is 3955 Merlin Drive, Kissimmee, Florida 34741 and each represents as follows:

WITNESSETH

WHEREAS the City has property available for development at the Kissimmee Gateway Airport and must construct roadway improvements to Aviation Way to further develop the business activities at the Airport; and

WHEREAS the City has received a grant from Florida Department of Transportation (FDOT), under a Public Transportation Grant Agreement (PTGA), Financial Project Number (FM No.) 452965-1-94-01, in the amount of $440,000.00 which will partially fund the roadway project; and

WHEREAS, under the grant, the City must provide a contribution of $110,000 which T28 LLC has agreed to fund; and

WHEREAS, the City believes this proposal would be beneficial to the City and meets the long-term goals of the development of the Airport; and

NOW THEREFORE in consideration of the terms, conditions and mutual covenants hereinafter contained the CITY and T28 LLC hereby agree as follows:

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:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.

2. **TERM.** The term of this agreement shall begin upon execution and continue for a period of three years, or until the project is completed.

   A. **PROJECT**. Phase II of the roadway improvements currently known as Aviation Way. The Phase II improvements consist of (1) utility extensions (2) paved area modification and (3) drainage improvements. These improvements will be further outlined in permitting plans subject to City approval. The estimated cost of the project is $550,000.00. Project costs shall include all permit fees, impact fees, inspection costs and other costs associated with constructing the Phase II Improvements.

3. **FUNDING**. The City's contribution to the Project shall not exceed the grant funding received by FDOT, which is currently $440,000.00. T28, LLC's contribution shall at minimum be $110,000.00 (matching funds). Should the cost of the Project exceed $550,000.00, T28 LLC agrees to solely bear the excess expenses and any cost overruns or deficits involved, which are not reimbursable by FDOT through additional grant funding.

   A. Upon execution of this agreement T28, LLC will place $30,000.00 in escrow with the City. City shall hold the escrow funds in an interest bearing account for the purpose of funding the Project.
   B. The remaining $80,000.00 to be paid by T28, LLC will be paid in installment payments to be agreed upon during the design and construction phase of the project, upon notification by the City of future anticipated construction cost invoices. Payments made by T28, LLC must be made within 30 days notification by the City.
   C. T28, LLC will warrant that the Project matching funds are available and provide written certification from a financing institution of concurrence with the requirements outlined in this agreement.
   D. Under no circumstances shall the City/Airport be obligated to construct the Project prior to payment of the full matching amount is paid to the City.
   E. Any funds remaining after construction which are in excess of the construction cost contributed by T28, LLC will be returned to T28, LLC within thirty (30) days after the FDOT project is closed out.

4. **RIGHTS and OBLIGATIONS OF THE PARTIES.**

   A. T28, LLC shall provide construction plans for the Phase II improvements signed and sealed by a licensed Florida Professional Engineer for the City's use in publicly bidding the project.
   B. T28, LLC shall provide Phase II engineering services for construction management and project closeout coordination required between the City and FDOT.
   C. The Phase II Improvements shall be owned and maintained by the City.
   D. T28, LLC agrees and understands that the City will make all decisions and determinations of how to proceed in disputes regarding the Project, up to and including legal action and whether or not to settle any claim and/or the terms of any proposed settlement.
   E. T28, LLC agrees and understands that its sole right to appeal any decision made by the City is governed by City Code, §8-1-14.

SIGNATURE PAGE TO FOLLOW

T28, LLC

William M. Whelan, Manager

STATE OF FLORIDA)
COUNTY OF ~~SEMINOLE~~ OSCEOLA)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of May, 2023, by William M. Whelan as Manager of T28 LLC, a Florida corporation, who is personally known or has produced identification, and acknowledged before me that they executed the forgoing document as such officer, in the name and on behalf of the corporation.

Seal:



Signature of Notary Public

CITY OF KISSIMMEE

Olga Gonzalez May 17 2023

Olga Gonzalez, Mayor- Commissioner

DocuSign Envelope ID: 44F6CCAD-D967-4622-835C-46DBF7B05FCC

RESOLUTION NO. 04-2023

WHEREAS, the City of Kissimmee has determined to make certain improvements at the Kissimmee Airport, the purpose of this Public Transportation Grant Agreement (PTGA) is to provide funds for the Business Airpark Development Phase II.

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

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

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida in lawful session assembled, that the Mayor and City Clerk of the City of Kissimmee are hereby authorized to execute this Public Transportation Grant Agreement as to Project No.: 452965-1-94-01, Function 215.

PASSED AND DULY ADOPTED on this 16th Day of May 2023.

CITY OF KISSIMMEE, FLORIDA

Olga Gonzalez

Mayor-Commissioner

ATTEST

Linda S. Hansell

City Clerk

DocuSign Envelope ID: 44F6CCAD-D967-4622-835C-46DBF7B05FCC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
452965-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55052000531
Contract Number:	G2L26	Federal Award Date:	N/A	Vendor Number:	VF596000348026
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 05/26/2023 | 10:10 AM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and City of Kissimmee, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Business Airpark Development Phase II at Kissimmee Gateway Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

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

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

      Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

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

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

a. The estimated total cost of the Project is $550,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $440,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

_ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

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

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency 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.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Kissimmee

By: Olga Gonzalez

Name: Olga Gonzalez

Title: Mayor-Commissioner

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: C. Jack Adkins
1752524FC337485...

Name: C. Jack Adkins

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

DocuSigned by:
Daniel McDermott
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The business airpark was initiated over ten years ago for aviation economic development. Developers have now proposed the final layout of aviation facilities requiring final earthwork, stormwater, fire water, sanitary and electrical installs. These infrastructure improvements will be required to finalize the site preparation.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Underground Utility Improvements: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees; survey costs; permitting; construction inspection and material testing costs; mobilization and demobilization; maintenance of traffic; erosion control; demolition; excavation; embankment; ground preparation; installation of underground utility lines; sodding; seeding; and pavement repairs, including all materials, equipment, labor, and incidentals required to complete the installation of the utility service. The Sponsor will comply with Aviation Program Assurances.

A list of utility items included are provided in the Airports funding request letter dated March 22, 2023, found in JACIP.

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

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

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Business Airpark
Zoning Map Amendment DRC#19-173



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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
452965-1-94-01	DDR	088719	2023	751000	55.004	Aviation Grant Program	$440,000.00
452965-1-94-01	LF	088719	2023	751000	55.004	Aviation Grant Program	$110,000.00
	Total Financial Assistance						$550,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$440,000.00	$110,000.00	$0.00	$550,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$440,000.00	$110,000.00	$0.00	$550,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

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

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

Joseph A. Jerkins
Department Grant Manager Name

DocuSigned by:
Joseph Jerkins
17F3039EB617433...
Signature

04/14/2023 | 11:02 AM EDT
Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. **Design and Construction Standards and Required Approvals.**

   a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

   b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

   c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

   d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

   e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

   f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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

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

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b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph A. Jerkins.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

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

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

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ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. **Florida Statutes (F.S.)**
      - Chapter 163, F.S., Intergovernmental Programs
      - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
      - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
      - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
      - Chapter 332, F.S., Airports and Other Air Navigation Facilities
      - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

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a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance.**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility.**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation.**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access.**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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2) Land will be considered to be needed for airport purposes under this assurance if:

   a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
   b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

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

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

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

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

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $440,000

*The award amount may change with amendments

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

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

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

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

To: Joseph.Jerkins@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2L26

5/24/2023

CONTRACT INFORMATION

Contract:	G2L26
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF KISSIMMEE
Vendor ID:	F596000348026
Beginning Date of This Agreement:	05/25/2023
Ending Date of This Agreement:	06/01/2027
Contract Total/Budgetary Ceiling:	ct = $440,000.00
Description:	Business Airpark Development Phase II

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 5/24/2023

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55052000531
Expansion Option:	A8
Object Code:	751000
Amount:	$440,000.00
Financial Project:	45296519401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2023
Budget Entity:	55100100
Category/Category Year:	088719/23
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $440,000.00

ITEM 7.C
Transfer Funds from Airport Reserves to Parcel 8 Project

Request

Approval to transfer funds from Airport Reserves in the amount of $250,000.00 to Parcel 8 Project.

Explanation

The Florida Department of Transportation (FDOT) is offering a grant in the amount of $1,000,000.00 for the construction of the supporting infrastructure for the development of Parcel 8 Project (auto parking, utilities, aircraft apron parking and taxiway connection). The Airport had not planned for this grant, unsure of possible FDOT funding. The requested amount to transfer from Airport Reserves to the Parcel 8 Project will cover the local match of $250,000.00 required by the grant agreement. The work is expected to occur in the spring of 2025.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170100-509276		Decrease	90,000	
46170106-506393		Increase	90,000	
46170106-506393	AP2401		160,000	160,000

Financial Summary:

Portions of this project are funded by the Florida Department of Transportation (80%) and the Kissimmee Gateway Airport (20%).

The total project amount is $1,250,000.00 with each agency funding the following amounts

FDOT-PTGA (Grant #: 440781-1-94-01) - $1,000,000.00
Kissimmee Gateway Airport - $250,000.00 (reserves)

Recommendation

Approval to transfer funds from Airport Reserves in the amount of $250,000.00 to Parcel 8 Project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

City of Kissimmee

Attachment(s):

1. PTGA to Sponsor 440781-1 Parcel 8 Infrastructure Construction at ISM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
440781-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award		Org. Code:	55052000531
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000348026
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Kissimmee, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Development site work at Kissimmee Gateway Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance

__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

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

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

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

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $1,250,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $1,000,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

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

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency 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.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Kissimmee

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Construction of the supporting infrastructure for the development of Parcel 8 West of Dyer Blvd and East of Runway 15 \ Taxiway A. The project will support future development on this parcel as an essential revenue producing property to sustain the Airport.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Infrastructure Construction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey and geotechnical costs, permit preparation and application fees. Construction of pavement (access roadways, parking lots, and sidewalks), drainage, utilities, pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete this project. The Sponsor will comply with Aviation Program Assurances.

The project consists of associated airside and landside improvements to support complementary revenue producing hangar and office buildings. Airside improvements consist of apron space for parking, aircraft run-up area, and circulation of small aircraft, and access taxi-lane from Taxiway Alpha, and incidental storm, drainage, marking, lighting, and signage. Landside improvements consist of sidewalks, auto parking. utilities, storm, drainage, and landscaping, and other incidentals necessary for design and permitting. The costs indicated are for the construction of site development improvements necessary to support the buildings (buildings and everything inside the buildings are not included).

D. Deliverable(s): Final close out documents to be uploaded into JACIP

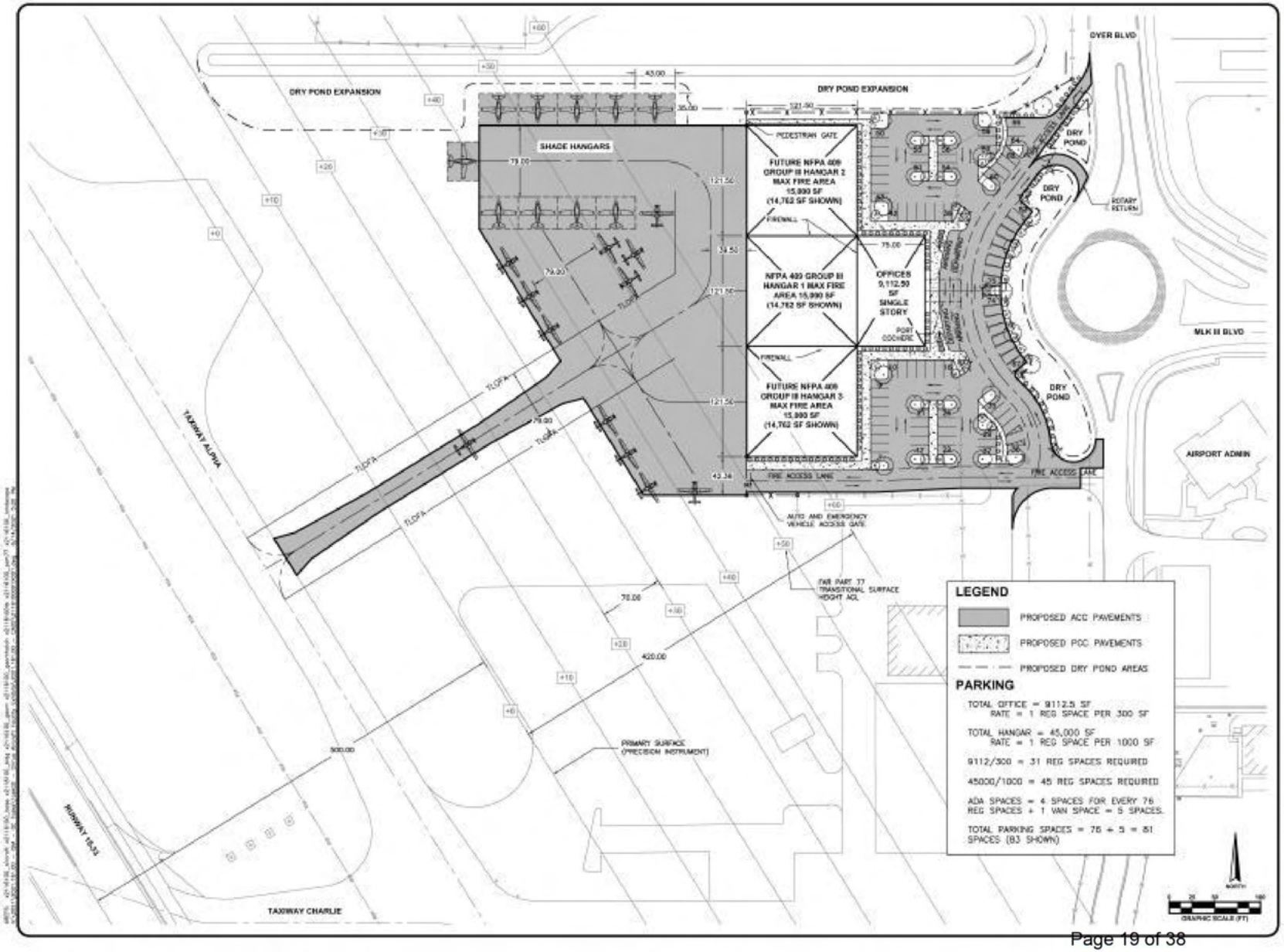
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination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

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

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

amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



KISSIMMEE GATEWAY AIRPORT

AVCON

AVCON, INC.

PROFESSIONAL SEAL

PARCEL 8 DEVELOPMENT

KISSIMMEE GATEWAY AIRPORT KISSIMMEE, FLORIDA

HANGAR FACILITY CONCEPT

ATTENTION

SCALE (US SVY FT): GRAPHIC

REVISIONS

NO.	DATE	BY	DESCRIPTION

DESIGNED BY:	RDH
DRAWN BY:	RDH
CHECKED BY:	MS
APPROVED BY:	SS
DATE:	MAY, 2021
FDOT FM NO.	XXXXXX-1
FAA AIP NO.	3-12-0XXX-XXX-XXXX
AVCON PROJECT NO.	YYYY.CCC.NN
CADD:	21181000\1X001

100% DESIGN SUBMITTAL

DRAWING

X001

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
440781-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	$1,000,000.00
440781-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	$250,000.00
	Total Financial Assistance						$1,250,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$1,000,000.00	$250,000.00	$0.00	$1,250,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$1,000,000.00	$250,000.00	$0.00	$1,250,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

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

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

Joseph A. Jerkins
Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. **Design and Construction Standards and Required Approvals.**

   a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

   b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

   c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

   d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

   e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

   f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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

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

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph A. Jerkins.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

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

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

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. **Florida Statutes (F.S.)**
      - Chapter 163, F.S., Intergovernmental Programs
      - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
      - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
      - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
      - Chapter 332, F.S., Airports and Other Air Navigation Facilities
      - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. **Airport Financial Plan.**

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. **Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. **Fee and Rental Structure.**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. **Public-Private Partnership for Aeronautical Uses.**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. **Economic Nondiscrimination.**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance.**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility.**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation.**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access.**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

   a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
   b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

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

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

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

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

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $1,000,000

*The award amount may change with amendments

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

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

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

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

ITEM 7.D
Resolution to Accept Grant Funding from Florida Department of Transportation for Airport Parcel 8 Project

Request

Approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) for the Construction of the supporting infrastructure for the development of Parcel 8 Project at Kissimmee Gateway Airport, in the amount of 1,000,000.00. Grant Master No. Par8const.

Explanation

The Florida Department of Transportation (FDOT) is offering a grant in the amount of $1,000,000.00 for the construction of the supporting infrastructure for the development of Parcel 8 Project (auto parking, utilities, aircraft apron parking and taxiway connection). Parcel 8 is located on the airport west of MLK Blvd. and Dyer Blvd. and will provide the ability for aviation business development. Staff is requesting approval of the PTGA to assist funding the construction project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170106-506393	NA	Decrease	250,000	250,000
47070106-506393	NA	Increase	250,000	250,000
47000334-334410	NA	Increase	1,000,000	1,000,000

Financial Summary:

Portions of this project are funded by the Florida Department of Transportation (80%) and the Kissimmee Gateway Airport (20%).

The total project amount is $1,250,000 with each agency funding the following amounts

FDOT-PTGA (Grant #: 440781-1-94-01) - $1,000,000
Kissimmee Gateway Airport - $250,000 (reserves)

Recommendation

Approval to accept, by Resolution, a FDOT PTGA for the Construction of the supporting infrastructure for the development of Parcel 8 Project at Kissimmee Gateway Airport, in the amount of 1,000,000. Grant Master No. Par8const.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S) Resolution PTGA for Construction of Infrastructure for Parcel 8
2. (S) PTGA to Sponsor 440781-1 Parcel 8 Infrastructure Construction at ISM

RESOLUTION NO. _____

WHEREAS, the City of Kissimmee has determined to make certain improvements at the Kissimmee Airport, the purpose of this Public Transportation Grant Agreement (PTGA) is to provide funds for the Construction of the supporting infrastructure for the development of Parcel 8 Project.

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

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

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida in lawful session assembled, that the Mayor and City Clerk of the City of Kissimmee are hereby authorized to execute this Public Transportation Grant Agreement as to Project No.: 440781-1-94-01, Function 215.

PASSED AND DULY ADOPTED on this _____ Day of August 2024.

CITY OF KISSIMMEE, FLORIDA

_____
Mayor-Commissioner

ATTEST

_____
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
440781-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award		Org. Code:	55052000531
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000348026
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Kissimmee, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Development site work at Kissimmee Gateway Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance

__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

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

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

      Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

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

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $1,250,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $1,000,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

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

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency 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.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Kissimmee

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Construction of the supporting infrastructure for the development of Parcel 8 West of Dyer Blvd and East of Runway 15 \ Taxiway A. The project will support future development on this parcel as an essential revenue producing property to sustain the Airport.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Infrastructure Construction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey and geotechnical costs, permit preparation and application fees. Construction of pavement (access roadways, parking lots, and sidewalks), drainage, utilities, pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete this project. The Sponsor will comply with Aviation Program Assurances.

The project consists of associated airside and landside improvements to support complementary revenue producing hangar and office buildings. Airside improvements consist of apron space for parking, aircraft run-up area, and circulation of small aircraft, and access taxi-lane from Taxiway Alpha, and incidental storm, drainage, marking, lighting, and signage. Landside improvements consist of sidewalks, auto parking. utilities, storm, drainage, and landscaping, and other incidentals necessary for design and permitting. The costs indicated are for the construction of site development improvements necessary to support the buildings (buildings and everything inside the buildings are not included).

D. Deliverable(s): Final close out documents to be uploaded into JACIP

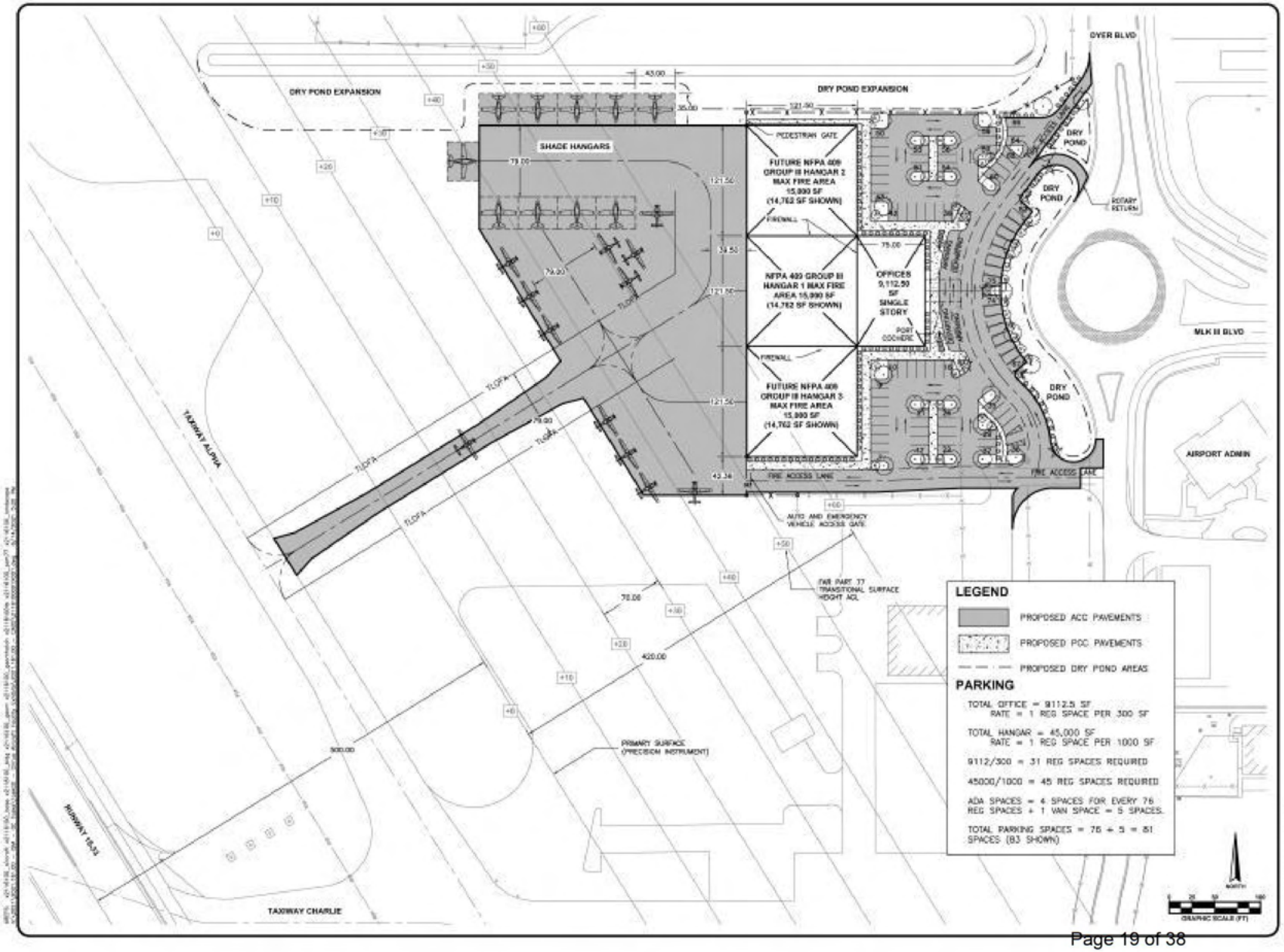
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination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

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

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

amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



KISSIMMEE GATEWAY AIRPORT

AVCON

AVCON, INC.

PROFESSIONAL SEAL

PARCEL 8 DEVELOPMENT

KISSIMMEE GATEWAY AIRPORT KISSIMMEE, FLORIDA

HANGAR FACILITY CONCEPT

ATTENTION

THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION. ALL OF WHICH IS EXPRESSLY PROHIBITED FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE, WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION OR OTHER USE OF THIS DOCUMENT IS STRICTLY PROHIBITED.

SCALE (US SVY FT): GRAPHIC

REVISIONS

NO.	DATE	BY	DESCRIPTION

DESIGNED BY:	RDH
DRAWN BY:	RDH
CHECKED BY:	MS
APPROVED BY:	SS
DATE:	MAY, 2021
FDOT FM NO.	XXXXXX-1
FAA AIP NO.	3-12-0XXX-XXX-XXXX
AVCON PROJECT NO.	YYYY.CCC.NN
CADD:	21181000\1X001

100% DESIGN SUBMITTAL

DRAWING

X001

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
440781-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	$1,000,000.00
440781-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	$250,000.00
	Total Financial Assistance						$1,250,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$1,000,000.00	$250,000.00	$0.00	$1,250,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$1,000,000.00	$250,000.00	$0.00	$1,250,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

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

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

Joseph A. Jerkins
Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. **Design and Construction Standards and Required Approvals.**

   a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

   b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph A. Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

   c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

   d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

   e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

   f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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

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

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph A. Jerkins.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): N/A

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

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

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

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. **Florida Statutes (F.S.)**
      - Chapter 163, F.S., Intergovernmental Programs
      - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
      - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
      - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
      - Chapter 332, F.S., Airports and Other Air Navigation Facilities
      - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. **Airport Financial Plan.**

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. **Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. **Fee and Rental Structure.**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. **Public-Private Partnership for Aeronautical Uses.**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. **Economic Nondiscrimination.**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance.**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility.**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation.**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access.**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

   a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
   b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

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

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

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

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

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $1,000,000

*The award amount may change with amendments

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

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

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

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

ITEM 7.E
Approval of Microsoft Enterprise Agreement

Request

Request Approval of Contract #20240450 with SHI International Corp for a three-year renewal of the Microsoft Enterprise Agreement (EA) in the amount of $857,854.77 ($285,951.59 annually) utilizing Sourcewell contract #121923-SHI.

Explanation

The City's Enterprise Agreement (EA) with Microsoft is due for renewal on August 1, 2024. As in years past, this request is to renew the Microsoft EA for three years for a total of $857,854.77 and to utilize the State Contract vendor, SHI International Corp (SHI). SHI has provided pricing utilizing a cooperative purchasing contract (Sourcewell contract #121923-SHI) and will bill the City annually in the amount of $285,951.59. This agreement will include Exchange Online (e-mail), Windows Server, SQL Server, SharePoint standard, System Management software, Visio and communications software. In addition, this amount includes Office365 (cloud-based Office product suite) licenses for 785 employees.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10460106 506393	ST2414		$ 310,000	$ 285,951.59

Financial Summary:

Annual payments of $285,951.59 will be included in the FY 2025 and 2026 budgets in a Sales Tax Project.

Recommendation

Approval to renew the Microsoft Enterprise Agreement (EA) for a three-year term in the amount of $857,854.77 ($285,951.59 annually) with Software House International utilizing Sourcewell contract .#121923-SHI and for authorization for the City Manager to execute all documents relating to this contract.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology
Presenter:

Attachment(s):
City of Kissimmee

1. (S) - Microsoft Enterprise Agreement
2. SHI Quote-25095545

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	5854775

5-0000011531744

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Enterprise Amendment	M97; M97 (NEW)
Product Selection Form	2681382.004_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Kissimmee
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	60890494
Previous Enrollment number *(Reseller to complete)*	59972825

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

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Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

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"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

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(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

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Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

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5. *End of Enrollment term and termination.*

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

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For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

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Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Kissimmee
Contact name: First* Jim **Middle** **Last*** West
Contact email address* jwest@kissimmee.org
Street address* 101 Church St, 4th Floor IT Department
City* Kissimmee
State* FL
Postal code* 34741-5054 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 407-518-2196
Tax ID
** indicates required fields*

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

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Contact name: First* Jim **Middle** **Last*** West
Contact email address* jwest@kissimmee.org
Street address* 101 Church St, 4th Floor IT Department
City* Kissimmee
State* FL
Postal code* 34741-5054 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 407-518-2196
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Jim **Middle** **Last*** West
Contact email address* jwest@kissimmee.org
Phone* 407-518-2196
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* Scott Doherty
Phone* 888-764-8888
Contact email address* msteam@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* *Scott Doherty*

Printed name* Scott Doherty
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

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e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

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Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Kissimmee
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	59972825	X	X

Amendment to Contract Documents

Enrollment Number | 5-0000011531744

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	0	469
P3U-00001	Visio P2 GCC Sub Per User	5	0
4ES-00001	EOA Exchange Online GCC Sub Per User	0	316
AAD-63092	M365 F3 Unified GCC Sub Per User	0	316
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	785

Enterprise Enrollment
Early Commitment
Amendment ID M325

For the purposes of this Amendment, "Entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

The parties agree that the Enrollment is amended by adding a section entitled "Early Commitment."

Early Commitment

a. In this Amendment, "Entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

b. This renewal may be earlier than the required timeline. The effective date of this Enrollment shall be one day following the Expiring Enrollment.

c. Entity's initial order under this Enrollment includes a renewal of Entity's Software Assurance and/or Subscription Licenses previously ordered under the Expiring Enrollment number 59972825 for the full term of the Expiring Enrollment from the day after expiration. The following conditions apply to this renewal:

(i) Entity's final true-up order on the Expiring Enrollment shall be placed at the time this Enrollment is signed and any contents of that true-up order that Entity wishes to renew must also be added to this Enrollment's initial order.

(ii) Any subsequent true-up orders placed under the Expiring Enrollment after the signing of this Enrollment must be placed no later than 15 days prior to the Expiring Enrollment's Expiration Date, and must be placed with the assistance of Entity's Microsoft Account Manager, Software Advisor or Reseller.

(iii) During the period between the execution and effective date of this Enrollment, Entity may add new Products to the Expiring Enrollment. No later than 15 days prior to the Expiring Enrollment's Expiration Date, Entity may renew Software Assurance or Subscription Licenses for such Products under this Enrollment with the assistance of Entity's Microsoft Account Manager, Software Advisor or Reseller by submitting a supplemental order.

(iv) Entity should tick the following box ☐ if this is the final True Up under their current Expiring Agreement.

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
(M325)EnrAmend(EarlyCommitment)(WW)(ENG)(June2019)(IU).docx		M325	PLSS

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

2681382.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	0	602	-	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G3 GCC USL Unified	469

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	469	469	469	469

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	**Price Level**

2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Pricing Proposal
Quotation #: 25095545
Reference #: EA# 59972825
Created On: 7/18/2024
Valid Until: 8/17/2024

FL-City of Kissimmee

JIM WEST
101 N. Church St.
Kissimmee, FL 34741
UNITED STATES
Phone: 407-518-2196
Fax:
Email: JWEST@KISSIMMEE.ORG

Microsoft Inside Account Manager – East Region Gov

Alexander Tyson-March
290 Davidson Ave
Somerset, NJ 08873
Phone: 7325648266
Fax:
Email: Alexander_tysonmarch@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2024 – 7/31/2025 **Note:** EA# 59972825 See Payment Schedule Below	469	$389.28	$182,572.32
2	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2024 – 7/31/2025 **Note:** EA# 59972825 See Payment Schedule Below	316	$83.93	$26,521.88
3	EOA Exchange Online GCC Sub Per User Microsoft - Part#: 4ES-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2024 – 7/31/2025 **Note:** EA# 59972825 See Payment Schedule Below	316	$28.51	$9,009.16
4	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2024 – 7/31/2025 **Note:** EA# 59972825 See Payment Schedule Below	785	$0.00	$0.00
5	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2024 – 7/31/2025 **Note:** EA# 59972825 See Payment Schedule Below	5	$137.87	$689.35

6	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2024 – 7/31/2025 **Note:** EA# 59972825 See Payment Schedule Below	6	$652.25	$3,913.50
7	SQL Server Enterprise ALng SA Microsoft - Part#: 810-04760 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2024 – 7/31/2025 **Note:** EA# 59972825 See Payment Schedule Below	4	$1,562.91	$6,251.64
8	SQL Server Standard ALng SA Microsoft - Part#: 228-04433 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2024 – 7/31/2025 **Note:** EA# 59972825 See Payment Schedule Below	2	$163.31	$326.62
9	SQL CAL ALng SA User CAL Microsoft - Part#: 359-00961 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2024 – 7/31/2025 **Note:** EA# 59972825 See Payment Schedule Below	700	$37.97	$26,579.00
10	SQL CAL ALng LSA User CAL Microsoft - Part#: 359-00960 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2024 – 7/31/2025 **Note:** EA# 59972825 See Payment Schedule Below	85	$88.68	$7,537.80
11	System Center Standard Core ALng SA 2L Microsoft - Part#: 9EN-00198 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2024 – 7/31/2025 **Note:** EA# 59972825 See Payment Schedule Below	8	$18.19	$145.52
12	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2024 – 7/31/2025 **Note:** EA# 59972825 See Payment Schedule Below	176	$127.30	$22,404.80
			Total	$285,951.59

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Payment Schedule:
Year 1 of 3: $285,951.59
Year 2 of 3: $285,951.59
Year 3 of 3: $285,951.59
Total Payments: $857,854.77

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

ITEM 7.F
Civil Engineering Design Services for Fire Station Mill Run Project

Request

Approval of the civil design services agreement (contract #20240408) with KPM Franklin for the City of Kissimmee Fire Station Mill Run project in the amount of $91,920.00. The funds are budgeted and available in the Sales Tax Fund.

Explanation

The City of Kissimmee has engaged professional design services for the civil design of a new Fire Station in Mill Run, aimed at accommodating the area's expanding population. Situated adjacent to Mill Run Park, the station will provide essential services such as structural firefighting and emergency medical service (EMS).

KPM Franklin, a continuing service contractor selected through RFQ2023-006, will collaborate with the design group. The Public Works & Engineering department will act as the Owner's Representative throughout the design and construction phases, ensuring effective oversight and coordination of the project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10435106-506292	ST2400	Decrease	$338,500	$91,920

Financial Summary:

Funds for this project are available within the Fire Station Mill Run Sales Tax project (ST2400) as allocated in the FY24 budget.

Recommendation

Approval of the civil design services agreement with KPM Franklin for the City of Kissimmee Fire Station Mill Run project for $91,920.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Fire Station Mill Run Civil Design Agreement

City of Kissimmee

2. Continuing Services Executed Copy

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE: 7/23/2024

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

DESCRIPTION OF ASSIGNMENT:

Civil Design services for the Fire Station Mill Run.

FORM OF COMPLETED DELIVERABLES:

Civil Design plans, Engineering Reports, Specifications, Permitting Documentation, As-built drawings.

BASIS OF PAYMENT: Services shall be made on the basis of invoice method in accordance with the Scope of Services, the total not to exceed $91,920 without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within 360 calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) Boundary and Topographic Survey	$ 5,520.00
2) Conceptual Site Plan & Pre-application Meeting	$ 5,000.00
3) Civil Engineer Design & Construction Documents	$ 40,000.00
4) Landscape and Irrigation Design	$ 6,400.00
5) Permitting Assistance	$ 9,000.00
6) Project Management and Corrdination	$ 8,500.00
7) Construction Administration	$ 16,500.00
8) Direct Reimbursable	$ 1,000.00
	$ 91,920.00

Contract Dollars:	$91,920.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$91,920.00

Accepted By: _____ (Signature)

Title/Position: _____

City Engineer: _____ City Engineer (Signature)

Approved By: Ashley L Willis Director, PW&E (Signature)

Requested By: Randall Littlefield (Signature)

Approved By: _____ City Manager (Signature)

Approved By: _____ Mayor (Signature)

City Commission Approval Date: 8/6/2024 (If Required)

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

KPMFranklin

July 3, 2024

PROJECT #24-0237.MKT

R.J. Littlefield, Construction Project Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Subject: **Mill Run Fire Station**
Proposal for Professional Services

Dear Mr. Littlefield:

KPM Franklin (KPMF) is pleased to provide the City of Kissimmee (the Client) the following proposal for professional services related to the Mill Run Fire Station project. Our services are detailed in the project understanding and scope of services described below.

Project Understanding

KPMF understands that the Client currently seeks to develop the property located at 1451 Mill Slough Road, Kissimmee FL 34741 with Osceola County PID: 14-25-29-1711-0001-00A0 into a fire station. The project site is comprised of approximately 2.49 acres with a current and future zoning classification of CG or Commercial General. It is understood that the site is within a PUD zoning. KPMF understands that use of a fire station will not present any zoning complications.

KPMF understands that the surrounding utility and stormwater infrastructure is in place and adjacent to the site, with a gravity sanitary sewer line running along Mill Run Blvd. Onsite Lift Station design is excluded. It is also understood that the level of design and plan production shall be a complete set of plans and details, sufficient for permitting and construction. Plans will be prepared over survey information being provided within this proposal. KPMF understands that other required professional services, including, but not limited to, geotechnical, architecture, traffic engineering, site lighting, and environmental shall be provided by others.

Scope of Services

KPMF has developed the following task-oriented scope of services based on our understanding of the project's design phase submittal process.

Task 1: Survey and Mapping Services

Boundary Survey: KPMF shall provide a Boundary Survey for the above referenced project along with the following tasks and clarifications:

- A Boundary Survey will be conducted for Osceola County PID: 14-25-29-1711-0001-00A0
    - Once a sufficient amount of monumentation and other evidence is located, a series of measurements will be performed and compared to the recorded descriptions of the parcel.
    - After the determination of the boundary location, KPM Franklin will set missing monumentation to convey the limits of the parcel boundary. This will also include the location of setting of property corners, block corners, or right-of-way corners (monumentation) where applicable.

222 Church Street | Kissimmee, FL 34741
6300 Hazeltine Drive, Suite 118 | Orlando, FL 32822
(407) 846-1216 | www.kpmfranklin.com

- KPMF survey department will additionally provide legal descriptions (recorded or written based on the surveyor's discretion) for the subject parcel.

Topographic Survey: KPMF shall provide a Topographic Survey for the above referenced project along with the following tasks and clarifications:

- The Topographic Survey will be conducted within the provided limits with recorded data, in sufficient density, to develop a DTM (Digital Terrain Model) of the project.
- The topographic survey shall include: The location, dimensions, and material (as appropriate) of physical improvements within the project limits including concrete, pavement, driveways, utilities, drainage structures & pipes, walls, fences, signs, and buildings.
- Ground elevations are to be obtained at a 25-50 feet interval grid within the project limits to include uplands and wetland areas.
- Roadways will be located from the adjacent edge of pavement to the right-of-way.
- A 15-25 feet interval grid will be utilized on the center of curb, sidewalk, and edge of paving.
- Additional ground elevations will be located when determined necessary.
- Additional topographic locations will be obtained 30 feet beyond the survey limits.
- Visible aboveground utility locations will be acquired from field observations.
- Drainage and Sanitary Sewer Inverts will be located and pipe size with direction determined with flow.
- No other underground utilities will be located.
- Trees are to be located and identified by species and size at the breast height diameter (BHD).
    - Trees with a BHD of 4" and greater are to be located.

Survey Project Standards and Requirements

This project will adhere to the following standards and requirements:

- "Standards of Practice" set forth by the state of Florida, Department of Agriculture, defined in chapter 5j-17 of the Florida administrative code, pursuant to Section 472.027, Florida Statutes.
- This survey will be conducted in "Florida State Plane Coordinates", North American Datum (NAD) 83 with the 2011 adjustment (NAD 83/2011 adj).
- This Survey will also be conducted in North America Vertical Datum (NAVD 88).

Task 2: Conceptual Engineering and Pre-Application Meeting

KPMF will prepare a site plan for the Client to perform conceptual engineering and site planning for the proposed project. In accordance with our project understanding and local government entity design requirements, the site plan document deliverable will include the following.

- Conceptual site layout plan that will show existing information such as property boundaries, public rights-of-way and roads and proposed information, including the buildings, driveway connections, drive aisles, parking and sidewalks
- Conceptual location of primary stormwater pond, secondary stormwater collection and conveyance system and rough grading
- Conceptual water and sewer connections and routings

KPMF will schedule and attend one (1) pre-application meeting with **Toho Water Authority (TWA) and City of Kissimmee** to discuss the proposed project improvements to gain a better understanding of the permitting requirements and to validate assumptions of the required improvements and necessary permitting. We will include the Concept Plan in the pre-application request.

Documents will be submitted to the Client at 75% and 100% completion. Along with the work and submittals performed in this task, KPMF will attend one review meeting via Teleconference lasting up to one hour.

Task 3: Civil Engineering Design and Construction Documents

KPMF will produce permit and civil engineering design plans for site improvements in one set of construction-ready documents. In accordance with our project understanding and applicable design requirements, the construction documents will include the following.

- **Cover Sheet** – as dictated by local practice
- **Civil General Notes** – for civil work only, as dictated by local practice
- **Existing Conditions and Demolition Plan** – will include removal of any existing visible above ground features and any existing known below ground features to accommodate new construction based on survey
- **Erosion Control Plan** – will include pertinent drainage and erosion/sediment control information for the construction of the project
- **Overall Site Plan** – will include an overall plan showing proposed buildings, sidewalks, access and parking. Site data and parking requirements will be noted on this plan
- **Geometry Site Plan** – will include proposed site conditions with horizontal control of proposed parking, drive aisles, sidewalks, hardscape and other site improvements; signing and striping will be for traffic movement only; monument signage, directories and architectural signs, as designed by others, can be shown for coordination purposes; areas of differing pavement and hardscape, as designed by others, will also be delineated on this plan; the plan will include information sufficient for construction staking; decorative hardscape or paving design or specification is not included in this scope
- **Paving, Grading and Drainage Plan** – will include storm drainage structure and pipe alignments and sizes, site grading (with key spot elevations) and any additional finished ground surface elevations showing the means to control site runoff and conveyance to the master stormwater management system; any special conditions pertaining to site drainage (e.g., sheet flow, curb and gutter, storm sewer, inlet types) will be conveyed to our office prior to start of design; means of structure drainage must be indicated prior to design (e.g., roof drains to piping or ground); the Client will provide conceptual grading of amenities which will be incorporated into the final design
- **Utility Plan** – will include sewer and water services from the points of connection to within five feet of each building including size, location, dimensions, inverts (sanitary only) and sanitary sewer structures (manholes, inverts, types, etc.); connection points for the building fire sprinkler system and all on-site fire hydrant locations; location and size of all building water and sewer connection points will be furnished by the Client prior to start of design. The data fiber will be brought to the building by KUA and KPMF will coordinate with AOR to include the details within the plan sheet
- **Civil Site Construction Details** – will consist of typical and specific site sections as well as site development details typical for the City for items specified on the plans provided under this task
- **Site Lighting Plan** – will incorporate lighting locations into the site plan for coordination purposes, photometric and lighting design by others. It is understood that KUA will install the pole lighting onsite.

Documents will be submitted to the Client at 30% to support the CMAR advertisement and 90% completion for a formal review prior to submitting to the permitting agencies detailed in Task #5.

Task 4: Code Minimum Landscape and Irrigation Design

KPMF will use existing landscape and irrigation to produce permit and construction ready landscape and

irrigation documents in accordance with the Land Development Code and our project understanding and applicable design requirements. The deliverable documents will include the following.

- **Landscape Plan** – will consist of code minimum landscape architectural design plan utilizing the site base prepared by the engineer showing the landscape island locations, parking configuration, etc.
- **Irrigation Plan** – will consist of irrigation design based on the landscape plan
- **Landscape and Irrigation Details** - will consist of landscape and irrigation details typical for Florida and projects within the City and items specified on the plans provided under this task

KPMF will hire and manage an irrigation designer as a subconsultant under this contract to perform Irrigation Design. Irrigation Design will commence after the Client reviews and approves landscape plan. All work to be performed will be drawn in AutoCAD black and white, color renderings are not included. Documents will be submitted to the Client at 30% to support the CMAR advertisement and 90% completion for a formal review prior to submitting to the permitting agencies detailed in Task #5.

Task 5: Permitting Assistance

KPMF will assist the Client in obtaining required approvals to perform construction in accordance with the construction documents. KPMF will advise the Client of any government-forced changes resulting in modifications to the scope, extent or character of the project. Any government-forced changes in the scope of work will be considered additional services. All permitting fees will be the responsibility of the Client.

KPMF will prepare, submit and respond to one request for additional information (RAI), exclusive of significant redesign beyond the control of KPMF, for the following permits.

- **City of Kissimmee Site Plan Approval** – will submit application and construction documents to the City for their review; KPMF will make modifications in accordance with City comments and provide revised documents for final review and approval; KPMF will also provide response to comments to incorporate in their resubmittal documents; KPMF assumes attending up to one informal meeting with staff and two (2) DRC meetings; public hearings are not required for this process
- **South Florida Water Management District (SFWMD) Modification of an Existing Environmental Resource Permit 49-00839-P** – will submit application, development plans, stormwater reports and supporting documents for coordinating with the district and the city to obtain approval
- **Toho Water Authority** - will submit application and construction documents to TWA for their review; KPMF will make modifications in accordance with TWA comments and provide revised documents for final review and approval; KPMF will also provide response to comments to incorporate in their resubmittal documents
- **Florida Department of Environmental Protection Potable Water and Wastewater Permit (FDEP)**– FDEP permit is expected for the utility relocations for water and wastewater based on the locations of existing utilities and the location of the proposed building; KPMF will make modifications in accordance with FDEP comments and provide revised documents for final review and approval; KPMF will also provide response to comments to incorporate in their resubmittal documents

Task 6: Project Management and Coordination

KPMF will coordinate and work with subconsultants, the Client and the Client's consultants to facilitate the project design, preparation of construction documents and permitting assistance. KPMF will participate in team meetings and conference calls as the budget allows. This task includes time for overall project management, scheduling and subconsultant coordination. This task also includes quality assurance reviews

to ensure consistency amongst the plan elements, ensuring project schedule deadlines are met and assuring effective communication with the Client and the project's team members. For budgeting purposes, KPMF has estimated **48 hours** for this task over a **6-month** design and permitting schedule. Should expenses for this work exceed the estimated amount, the Client will be notified, and the limit increased.

Task 7: Construction Administration

The scope of this task is to provide construction phase services, including construction administration, observations, and closeout. It is assumed that the project will be constructed and closed out in a single phase, and the construction duration of twelve (12) months.

Construction Administration

KPMF will coordinate with the Client and contractor during construction of the project and be available on request up to the indicated fee limits to address construction issues when they arise, provide reasonable minor revisions to documents, and make and perform site visits during the construction phase at the discretion of the Client.

To assist the Client, KPMF will perform the following construction administration services:

- Attend one (1) pre-construction meeting with the City of Kissimmee and one (1) pre-construction meeting with TWA, coordinated by the Client, to clarify issues as necessary and assist with project kick-off and scheduling.
- Conduct shop drawing reviews associated with the submittal requirements of the specifications prepared by KPMF. We have included one review and one re-review for each shop drawing submittal. The second re-review of rejected shop drawings will be Additional Services.
- Miscellaneous coordination with Contract and Client.
- Review all site work and geotechnical testing and inspection reports provided by an independent testing and inspection agency (contracted by Client). KPMF shall notify the Client in case of any noted deficiencies or improper materials varying from the drawings and specifications prescribed within the construction documents associated with the civil/site design.
- Review written RFIs issued by the Contractor. Addenda required by a need for construction document clarification to our scope of services will be completed under this task. If Site Plan revisions are required after Construction Document completion and Client approval resulting from any change in site condition or revision to plans by the Client, reviewing agency, contractor or co-consultant, such revisions will be prepared as additional services.
- Prepare a punch list at the completion of construction and participate in a final punch list review with the Client. Once all punch list items have been addressed to the Client's and KPMF's satisfaction, we shall issue certifications for all items covered in this scope of services.

Construction Observations

A condition of the permits will require that prior to acceptance; the agencies must receive an engineer's certification that construction has been completed in substantial compliance with the approved plans with supporting record drawings. KPMF can provide these certifications and record drawings; however, in order to submit this certification, it may necessary that representatives of KPMF be present during certain critical periods of the construction process, and that the contractor provide a certified as-built survey. KPMF assumes up to six (6) site visits during construction.

If there are unanticipated construction related problems or a requirement to re-test any facilities, the fee related to that effort would be handled as Additional Services. This proposal assumes certifying the project in one phase. If the project is to be certified in multiple phases, then additional services will be required.

Construction Closeout

This task is for preparing record drawings for submittal to the City, WMD, TWA and FDEP. KPMF will coordinate with the contractor to prepare as-builts and record drawings as required by the regulating agencies. The contractor shall be responsible for becoming familiar with the permitting entity requirements for record drawings and provide KPMF with the required information. KPMF will review as-built drawings as submitted by the Contractor for completeness. Upon completion, the Contractor shall provide the Client and KPMF with the electronic documentation in AutoCAD format along with the necessary copies of the as-built drawings signed and sealed by a registered surveyor. KPMF will then use the as-built information to prepare record drawings. Finally, KPMF will submit the as-builts and record drawings with letters and forms certifying completion to the above-mentioned permitting entities.

This task will be billed hourly on a time and materials basis towards the following budget:

Construction Administration	65 hours
Construction Observations	30 hours
Construction Closeout	15 hours
Total	**110 hours at $150/hour average rate**

Should expense for this work effort exceed the estimated amount, the Client will be notified, and the limit adjusted.

Task 8: Direct Reimbursables Agreement

A fee will be allocated to cover direct expenses and production costs, which will be billed at cost. Direct expenses under this task include but are not limited to duplication of plans and reports and travel mileage. Should expense for this work effort exceed the estimated amount, the Client will be notified, and the limit increased.

Subconsultant Tasks

Terracon Consultants, Inc

Terracon, a sub-consultant of KPMF, will provide a Geotechnical Exploration services described in the attached proposal dated July 2, 2024.

Qualifications and Exclusions

If the Client desires to change or expand upon these services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to further work on the project. Renegotiation may be required, but not limited to the following reasons:

- Client requested revisions to the project after start of design
- Additional design, permitting or meetings beyond those specifically addressed
- Additional survey, platting or easements
- Sanitary Sewer Lift Station Design
- Traffic Impact Analysis
- Traffic Signal Design
- Environmental Studies
- Entitlement revisions/PUD Modifications

- Permit Application Fees
- Additional items not included in the above Project Understanding or Scope of Services

Compensation Summary and Terms

The following summarizes the fees and billing terms as proposed by KPMF for the Scope of Services as presented herein.

Task		Terms	Fee
1	Boundary and Topographic Survey	Lump Sum	$ 5,520.00
2	Conceptual Site Plan & Pre-application Meeting	Lump Sum	$ 5,000.00
3	Civil Engineering and Construction Documents	Lump Sum	$ 40,000.00
4	Landscape and Irrigation Design	Lump Sum	$ 6,400.00
5	Permitting Assistance	Lump Sum	$ 9,000.00
6	Project Management and Coordination	Lump Sum	$ 8,500.00
7	Construction Administration	T&M	$ 16,500.00
8	Direct Reimbursable	T&M	$ 1,000.00
Total Lump Sum Fee			**$ 74,420.00**
Total Time and Materials Budget			**$ 17,500.00**
Total Fee			**$ 91,920.00**

Geotechnical Service Options	Terms	Fee
Terracon Consultants, Inc.	Lump Sum	$ 11,500.00

Additional services or meetings, other than described above, upon request of the Client will be invoiced hourly, consistent with Exhibits "A" and "B". The attached Exhibits "A" and "B" are hereby incorporated into this letter of agreement.

Acceptance

Your acceptance of this proposal is indicated by your signature in the space provided below. Additionally, please complete and attach Exhibit "C", the Client Billing and Payment Information Form, along with a current copy of your W-9. Exhibit "C" is hereby incorporated by reference into this letter of agreement and forms an integral part of our contractual understanding. Your authorized signature on this proposal and, if applicable, the delivery of the requested retainer, will constitute your agreement to proceed with the scope of services outlined herein.

We appreciate the opportunity to provide you with this proposal. Should you have questions regarding the contents of this proposal or if we can be of further assistance, please do not hesitate to contact us at your convenience.

This Proposal for Professional Services is hereby submitted by:

KPM Franklin

Kevin White, P.E.
Vice President of Kissimmee Engineering

John Kelly, P.E.
Principal in Charge, President

This Proposal for Professional Services is hereby accepted by:

_____

< Print and Sign Name> Date

Attachment(s): Exhibit A - Standard Agreement Provisions
Exhibit B - Professional Services Fee Schedule
Exhibit C – Client Billing and Payment Information Form
Exhibit D – Terracon Consultants, Inc. Proposal

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Exhibit A – Standard Agreement Provisions

SECTION 1. PERIOD OF SERVICE

1.1 The CONSULTANT will begin work within ten (10) days after receipt of fully executed copy of this Agreement; receipt shall be considered written notice to proceed.

1.2 If the CONSULTANT'S services called for under the Agreement are delayed for reasons beyond the control of the CONSULTANT, the time of performance shall be adjusted accordingly. If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, the CONSULTANT shall be entitled to renegotiate the terms of this Agreement.

1.3 The CONSULTANT shall not be bound under this Agreement if a fully executed copy hereof is not received by the CONSULTANT on or before sixty (60) days from the date of execution by the CONSULTANT.

SECTION 2. METHOD OF PAYMENT

2.1 If requested, the CLIENT shall make an initial payment **(retainer)**, as stated in the Work Authorization/Proposal Acceptance Form upon the execution of this Agreement. Upon receipt of the retainer payment, the CONSULTANT shall commence services as provided for under this Agreement. The retainer shall be applied against the final invoice.

2.2 Invoices will be submitted by the CONSULTANT to the CLIENT as each Phase or Task of the Project is completed, for services and expenses incurred pursuant to this Agreement. Payment of each such Invoice will be due within fifteen (15) days of the Invoice date. Invoices not paid with thirty (30) days of invoice date will be subject to interest of 1.5% per month (18% per annum).

2.3 In the event of any dispute concerning the accuracy of any Invoice, the CLIENT shall within seven (7) days of receipt of said invoice, notify the CONSULTANT in writing stating the exact nature and amount of the dispute. Any invoice, which is not questioned within seven (7) days, shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within seven (7) days, the CLIENT shall be obligated to pay the *undisputed* portion of the invoice.

2.4 If the CLIENT fails to make any payment due the CONSULTANT for services and expenses within forty (40) days after the CONSULTANT'S transmittal of its invoices, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, apply the retainer to the unpaid balance of the account and suspend services under this Agreement until the account has been paid in full. There will be a fee charged for suspended work and the Agreement will be renegotiated prior to resuming work.

2.5 In the event any invoice or any portion thereof remains unpaid for more than sixty (60) days following the invoice date, the CONSULTANT may initiate legal proceedings to collect the monies due and recover, in addition to all amounts due and payable, accrued interest, its reasonable attorney's fees and other expenses related to the proceeding. Such expense shall include but shall not be limited to, the reasonable value, determined at the CONSULTANT'S prevailing billing rates for the time devoted to such collection action.

2.6 Consultant will not sign or seal any drawings produced for any phase of this project under the terms of this agreement until all invoices billed to that point in the project have been paid in full.

SECTION 3. REIMBURSABLE EXPENSES

3.1 CONSULTANT shall be reimbursed for out-of-pocket expenses directly chargeable to the project. Typical reimbursable expenses include travel, lodging, and meals when traveling on the CLIENT'S behalf, communication expenses, reproduction costs, courier charges, overnight shipments and special accounting expenses.

SECTION 4. ADDITIONAL SERVICES

4.1 The CONSULTANT'S professional services extend only to those services described in this

Agreement. If the CLIENT so requests in writing the CONSULTANT agrees to perform additional services at the CONSULTANT'S prevailing hourly fee schedule (see attached Hourly Rate Schedule), plus any reimbursable expenses incurred, unless a lump sum addendum to the Agreement is executed by the parties of this Agreement prior to the additional services being provided.

4.2 Additional services shall include revisions to work previously performed that are required because of change in data or information furnished to the CONSULTANT, or change in the scope or concept of the project initiated by CLIENT, or government or regulatory agencies after work under this Agreement has commenced.

SECTION 5. RE-USE OF DOCUMENTS

5.1 All reports, surveys, drawings, specifications, computer files, construction documents and instruments prepared by the CONSULTANT shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other reserved rights, including the copyright thereto.

5.2 The CLIENT may, at his expense, acquire a set of reproducible copies of maps, plans or CADD (electronic) files prepared for the CLIENT by the CONSULTANT. The CLIENT shall not reuse or make or permit to be made any modifications to maps, plans or CADD (electronic) files without the prior written permission of the CONSULTANT. The CLIENT further agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability or cost, including reasonable attorney's fees and cost of defense, arising from any reuse or modifications of the maps, plans or CADD (electronic) files by the CLIENT or any person or entity which acquires the aforementioned information from or through the CLIENT without the prior written permission of the CONSULTANT.

SECTION 6. TERMINATION

6.1 Either the CLIENT or the CONSULTANT may terminate this Agreement at any time with or without cause upon giving the other party fifteen (15) calendar days prior written notice. The CLIENT shall within fifteen (15) calendar days of termination pay the CONSULTANT for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

6.2 Job Cancellation Fee: If this project is cancelled by the client a cancellation fee will immediately be due and payable according to the following schedule: 0 – 30 days, 15% of the balance of contract; 31 – 60 days, an additional 15% of the balance of the contract.

SECTION 7. LIMITATION OF LIABILITY

7.1 To the maximum extent permitted by law, the CLIENT agrees to limit the CONSULTANT'S liability for the CLIENT'S damages to the sum of $5,000.00 or the CONSULTANT'S fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

7.2 PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE

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Exhibit B - Professional Services Fee Schedule

Administrative / Office Support	
Administrative Support I	$50.00
Administrative Support II	$65.00
Administrative Support III	$75.00
Administrative Support IV	$85.00
Administrative Support V	$100.00
Engineering	
Engineering Technician I	$50.00
Engineering Technician II	$60.00
Engineering Technician III	$75.00
Engineering Technician IV	$90.00
Engineering Technician V	$100.00
Engineering Technician VI	$120.00
Engineering Technician VII	$135.00
Engineering Technician VIII	$150.00
Engineer I	$95.00
Engineer II	$105.00
Engineer III	$120.00
Engineer IV	$130.00
Engineer V	$150.00
Engineer VI	$160.00
Engineer VII	$175.00
Engineer VIII	$190.00
Engineer IX	$210.00
Engineer X	$225.00
Planning and Landscape Architecture	
Landscape Designer	$100.00
Landscape Architect	$135.00
Senior Landscape Architect	$160.00
Planner I	$90.00
Planner II	$110.00
Planner III	$130.00
Planner IV	$150.00

Survey	
Surveying Technician I	$65.00
Surveying Technician II	$80.00
Surveying Technician III	$95.00
Surveying Technician IV	$105.00
Surveying Technician V	$115.00
Surveying Technician VI	$125.00
Surveyor I	$100.00
Surveyor II	$110.00
Surveyor III	$120.00
Surveyor IV	$135.00
Surveyor V	$145.00
Surveyor VI	$160.00
1-Man Survey Crew	$120.00
2-Man Survey Crew	$160.00
3-Man Survey Crew	$210.00
4-Man Survey Crew	$255.00
UAV Photometric	$180.00
UAV Lidar	$220.00
Management	
Project Manager I	$110.00
Project Manager II	$130.00
Project Manager III	$160.00
Project Manager IV	$200.00
Project Manager V	$225.00
Department Manager	$225.00
Division Manager	$250.00
Principal	$275.00
Expert Witness	
Expert Witness Testimony	$400.00

Identifiable out of pocket expense and other reimbursables will be billed at cost, without a markup.

Effective January 25, 2024, subject to review and revisions

222 Church Street | Kissimmee, FL 34741
6300 Hazeltine National Drive, Suite 118 | Orlando, FL 32822
(407) 846-1216 | www.kpmfranklin.com

KPMFranklin

Exhibit C - Client Billing and Payment Information Form

Billing Contact Information

Project Name:

Company Name:

Company Address:

Billing Contact Name:

Billing Contact Email:

Billing Contact Phone Number:

Additional Information:

*** In order for the Client Billing Form to be complete, please attach a current copy of your W-9. ****

Invoice and Retainer Payment Options

Please choose one of the invoice and retainer payment options below:

☐ **Check Payment**

Please make checks payable and send to:

KPM Franklin

222 Church Street

Kissimmee, FL 34741

Please be sure to add the invoice number to your memo line to help identify the payment.

☐ **ACH/Wire**

Name: Franklin Surveying & Mapping, Inc. DBA KPM Franklin

Address: 222 Church Street, Kissimmee FL 34741

Account Number: 0004027496

ACH/Wiring Routing Number: 063114030

Swift Code: CSBKUS33 (Required for International Wires Only)

Bank Address: South State Bank, N.A
1101 First Street South
Winter Haven, FL 33880

To ensure your payment gets applied accurately and in a timely manner, you must send an email to accountspayable@kpmfranklin.com notifying that you are sending an ACH payment. Please specify the amount you are sending, and the invoice numbers you will be paying.

☐ **Credit Card**

Credit card payments are accepted with an additional fee. Final fee will be communicated to client.

Architectural/Engineering Services Master Agreement

THIS ARCHITECTURAL/ENGINEERING MASTER SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between the City of Kissimmee, a Municipal Corporation of the State of Florida, by and through its Commission, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the "CITY",) and **Franklin Design, a KPM-KMF Joint Venture,** 222 Church Street, Kissimmee, FL 34741, whose Federal Identification Number is: 26-2592697 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY requires certain architectural and/or engineering services to be performed in the City of Kissimmee; and,

WHEREAS, the CITY has solicited for these professional services via RFQ2023-006, an advertised request for qualifications (the "RFQ"), and has received numerous responsive bids thereto; and

WHEREAS, the CONSULTANT remains agreeable to providing the CITY the professional services and represents that it is capable and prepared to do so;

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

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the Mayor, The City of Kissimmee Commission (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year period, commencing upon the Effective Date, unless otherwise terminated as provided herein.

2.0 **CONSULTANT –SERVICES -- GENERAL**

2.1 The CONSULTANT shall provide the CITY complete architectural and engineering services necessary to provide construction documents and administration for various projects (individually a "Project" and collectively, the "Projects") throughout the Term, as may be further specifically designated and authorized by the CITY in writing. Such authorization shall be in the form of either a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO"), and all provisions of this Agreement shall apply to the CSA or CPO with full force and effect as if appearing in full within each CSA or CPO. Each CSA or CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution. When the CONSULTANT and the CITY enter into a CSA or CPO where the term

thereof expires on a date that is later than the date of this Agreement, the CONSULTANT and the CITY agree that the terms of this Agreement and any amendments, attachments, or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA or CPO, as applicable, have been performed. Cancellation by the CITY of any remaining service prior to the full completion of the requirements of the CSA/CPO shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of this Agreement. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of this Agreement.

2.2 The CONSULTANT is not authorized to undertake any Project without a duly executed CSA or CPO, which shall specify the work to be performed. The CONSULTANT recognizes that the CITY may employ several different CONSULTANTs and engineers to perform the services described herein and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 In addition to the services described in this Section 2.0, the RFQ, the Consultant's responsive proposal thereto, and otherwise set forth and described in the body of this Agreement, the CONSULTANT may also be authorized to perform, via a duly executed CSA or CPO, any or all of those services set forth and further described in **Exhibit "B"**, attached hereto and incorporated herein (collectively, the "Services").

3.0 Project Administration Services

3.1 The CONSULTANT shall manage the CONSULTANT'S services and administer the Project. The CONSULTANT shall consult with the CITY, research applicable design criteria, attend Project meetings, and communicate with members of the Project team and issue progress reports. The CONSULTANT shall coordinate the services provided by the CONSULTANT and the CONSULTANT'S sub-consultants with those services provided by the CITY and the CITY'S consultants.

3.2 When Project requirements have been sufficiently identified, the CONSULTANT may be required to prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the CITY, design services furnished by the CONSULTANT, completion of documentation provided by the CONSULTANT, commencement of construction and Substantial Completion of the Work.

3.3 The CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

3.4 Upon request of the CITY, the CONSULTANT shall make a presentation to explain the design of the Project to representatives of the CITY.

3.5 The CONSULTANT shall submit design documents to the CITY at intervals appropriate to the design process for purposes of evaluation and approval by the CITY. The CONSULTANT shall be entitled to rely on approvals received from the CITY in the further development of the design.

3.6 The CONSULTANT shall assist the CITY in connection with the CITY'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

3.7.1 When the Project requirements have been sufficiently identified, the CONSULTANT shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. The CONSULTANT shall advise the CITY of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the estimate of the Cost of the Work exceeds the CITY'S budget, the CONSULTANT shall make appropriate recommendations to the CITY to adjust the Project's size, quality or budget, and the CITY shall cooperate with the CONSULTANT in making such adjustments.

3.7.2 Evaluations of the CITY'S budget for the Project, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work represent the CONSULTANT'S judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the CITY has control over the cost of labor, materials or equipment, over the CONSULTANT'S methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from the CITY'S budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the CONSULTANT.

3.7.3 In preparing estimates of the Cost of the Work, the CONSULTANT shall be permitted to include contingencies and allowances for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the CITY'S budget for the Cost of the Work.

3.7.4 If bidding or negotiation has not commenced within 90 days after the CONSULTANT submits the Construction Documents to the CITY, the

budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

3.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, and the CITY elects to revise the Project scope to reduce the Cost of the Work, then the CONSULTANT, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement.

4.0 **Evaluation and Planning Services**

4.1 **The CITY may furnish a program setting forth the CITY's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.** The CONSULTANT shall provide a preliminary evaluation of the information furnished by the CITY under this Agreement, including the CITY'S program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The CONSULTANT shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the CITY of any other information or consultant services that may be reasonably needed for the Project.

4.2 The CONSULTANT shall provide a preliminary evaluation of the CITY'ssite for the Project based on the information provided by the CITY of site conditions, and the CITY'S program, schedule and budget for the Cost of the Work.

5.0 **Design Services**

5.1 SCHEMATIC DESIGN DOCUMENTS

5.1.1 The CONSULTANT shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the CONSULTANT's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5.2 DESIGN DEVELOPMENT DOCUMENTS

5.2.1 The CONSULTANT shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of

plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

5.3 CONSTRUCTION DOCUMENTS

5.3.1 The CONSULTANT shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

5.3.2 During the development of the Construction Documents, the CONSULTANT shall assist the CITY in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the CITY and the CONSULTANT; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The CONSULTANT also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

5.3.3 Progress submittals of design documents shall be delivered to the CITY for review and approval, at the 50% Construction Document Phase, the 100% Construction Document to be submitted for permit, and the 100% Construction Documents, approved for construction for each subproject. Such submittals shall be reissued as necessary to secure approval. CITY comments shall be incorporated into the next phase of the work. CONSULTANT is entitled to rely upon CITY'S approval that the design conforms to the program at each stage. The CITY and the CONSULTANT agree that they shall not proceed to the next phase, including the Construction Phase, until they have mutually agreed that the project is feasible in accordance with the budget approved by the CITY.

6.0 **Contract Administration Services**

6.1 GENERAL ADMINISTRATION

6.1.1 The CONSULTANT shall provide administration of the Contract between the CITY and the Contractor as set forth in the CITY'S Agreement with their Contractor.

6.1.2 The CONSULTANT'S responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the

Contractor and terminates at the issuance to the CITY of the final Certificate for Payment. However, the CONSULTANT may be entitled to a Change in Services in accordance with Section 47.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

6.1.3 The CONSULTANT shall be a representative of, and shall advise and consult with, the CITY during the provision of the Contract Administration Services. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.

6.1.4 Duties, responsibilities and limitations of authority of the CONSULTANT under this Section 6.0 shall not be restricted, modified or extended without written agreement of the CITY and CONSULTANT.

6.1.5 The CONSULTANT shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the CONSULTANT and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

6.1.6 If deemed appropriate by the CONSULTANT, the CONSULTANT shall on the CITY'S behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

6.1.7 The CONSULTANT shall interpret and decide matters concerning performance of the CITY and Contractor under, and requirements of, the Contract Documents on written request of either the CITY or Contractor. The CONSULTANT'S response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

6.1.8 Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

6.1.9 The CONSULTANT shall render initial decisions on claims, disputes or other matters in question between the CITY and CONSULTANT as provided in the Contract Documents. However, the CITY'S decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

6.2 EVALUATIONS OF THE WORK

6.2.1 The CONSULTANT, as a representative of the CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the CITY and the CONSULTANT, (1) to become generally familiar with and to keep the CITY informed in writing about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the CITY against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

6.2.2 The CONSULTANT shall report to the CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the CONSULTANT shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT'S negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.3 The CONSULTANT shall at all times have access to the Work wherever it is in preparation or progress.

6.2.4 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized in writing, the CONSULTANT and Contractor shall communicate through the CITY. Communications by and with the CONSULTANT'S sub-consultants shall be through the CONSULTANT. The CONSULTANT shall respond to the CITY with the CONSULTANT'S written responses or correspondence within a reasonable length of time.

6.2.5 The CONSULTANT shall have authority to reject Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable, the CONSULTANT, with the CITY'S approval, will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this

authority of the CONSULTANT nor a decision made in good faith, either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the CONSULTANT to the Contractor, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the CONSULTANT requires inspection or testing of the Work without the CITY'S prior approval, the Work is deemed acceptable, the CONSULTANT will be responsible for any compensation due the Contractor.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The CONSULTANT shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The CONSULTANT'S certification for payment shall constitute a representation to the CITY, based on the CONSULTANT'S evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the CONSULTANT'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the CONSULTANT.

6.3.2 The issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the CITY to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.3.3 The CONSULTANT shall maintain a record of the Contractor's Applications for Payment.

6.4 SUBMITTALS

6.4.1 The CONSULTANT shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT'S action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, Contractor or separate contractor. Review of such submittals is

not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The CONSULTANT'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the CONSULTANT, of any construction means, methods, techniques, sequences or procedures. The CONSULTANT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The CONSULTANT shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the CONSULTANT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the CONSULTANT. The CONSULTANT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The CONSULTANT shall prepare Construction Change Directives and assist the City with the preparation of change orders and allowance authorizations for the CITY'S approval and execution in accordance with the Contract Documents. The CONSULTANT may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the CONSULTANT shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

6.5.2 The CONSULTANT shall review properly prepared, timely requests by the CITY or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the CONSULTANT to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the CONSULTANT determines that requested changes in the Work are not materially different from the requirements of the

Contract Documents, the CONSULTANT may issue an order for a minor change in the Work or recommend to the CITY that the requested change be denied.

6.5.3 If the CONSULTANT determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the CONSULTANT shall make a recommendation to the CITY, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the CONSULTANT shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the CONSULTANT. With the CITY'S approval, the CONSULTANT shall incorporate those estimates into a Change Order or other appropriate documentation for the CITY'S execution or negotiation with the Contractor.

6.5.4 The CONSULTANT shall maintain records relative to changes in the Work.

6.6 PROJECT COMPLETION

6.6.1 The CONSULTANT shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the CITY, for the CITY'S review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

6.6.2 The CONSULTANT'S inspection shall be conducted with the CITY'S Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the CONSULTANT of Work to be completed or corrected.

6.6.3 When the Work is found to be substantially complete, the CONSULTANT shall inform the CITY about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6.4 The CONSULTANT shall receive from the Contractor and forward to the CITY: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the CITY against liens.

7.0 **Facility Operation Services**

7.1 The CONSULTANT shall meet with the CITY or the CITY'S Designated Representative promptly after Substantial Completion to review the need for facility operation services.

7.2 Upon request of the CITY, and prior to the expiration of one year from the date of Substantial Completion, the CONSULTANT shall conduct a meeting with the CITY and the CITY'S Designated Representative to review the facility operations and performance and to make appropriate recommendations to the CITY.

8.0 **Additional Services**

8.1 The CONSULTANT may be authorized, via a duly executed CSA or CPO, to perform any or all of the additional services as set forth and further described on **Exhibit "B"**.

8.2 The following minimum Design and Contract Administration Services shall be provided by the CONSULTANT without a Change in Services in accordance with Section 47.2:

8.2.1 A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the CONSULTANT.

8.2.2 Up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

8.2.3 Up to two (2) inspections for any portion of the Work to determine final completion.

8.3 The following Design and Contract Administration Services shall be provided by the CONSULTANT as a Change in Services in accordance with Section 47.2:

8.3.1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by CITY;

8.3.2 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;

8.3.3 Evaluation of substitutions proposed by the CITY'S consultants or contractors and making subsequent revisions to the Instruments of Service, with prior approval by CITY.

8.3.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the CITY after the Guaranteed Maximum Price is established.

8.3.5 Contract Administration Services provided 60 (sixty) days after the date of Final Completion of the Work, as may be requested by the CITY.

8.4 The CONSULTANT shall furnish or provide the following services only if specifically designated:

8.4.1 Programming
8.4.2 Land Survey Services
8.4.3 Geotechnical Services
8.4.4 Space Schematics/Flow Diagrams
8.4.5 Existing Facilities Surveys
8.4.6 Economic Feasibility Studies
8.4.7 Site Analysis
8.4.8 Environmental Studies and Reports
8.4.9 User-Supplied Data
8.4.10 Schedule Development and Monitoring
8.4.11 Civil Design
8.4.12 Landscape Design
8.4.13 Interior Design
8.4.14 Value Analysis
8.4.15 Cost Estimating
8.4.16 On-Site Project Representation
8.4.17 Construction Management
8.4.18 Start-up Assistance
8.4.19 Record Drawings
8.4.20 Post-Contract Evaluation
8.4.21 Tenant-Related Services
8.4.22 Underground Field Drainage

9.0 **Compensation**

9.1 In consideration of the Services provided by the CONSULTANT pursuant to this Agreement, the CITY shall pay CONSULTANT compensation which may be negotiated as either a not-to-exceed price or a lump sum amount, in the CITY's sole discretion.

9.2. In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit "A"**. The Hourly Rate Schedule identifies all job

classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

9.3 All invoices must reference this Agreement number, using an invoice form approved by the CITY.

9.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of a correct, fully documented, invoice, in form and substance satisfactory to the CITY with all appropriate cost substantiations attached. All invoices shall be delivered to:

The City of Kissimmee
Public Works & Engineering
Attention: Facilities Management Director
101 Church Street
Kissimmee, FL 34741

9.5 In order for both parties herein to close their books and records for a particular Project, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY for such Project. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

9.6 Payment of the final invoice for any particular Project shall not constitute evidence of the CITY's acceptance of the Work or Services.

9.7 Pursuant to Section 9.2, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the CITY and, if so requested, shall be furnished by the CONSULTANT to the CITY Auditor's satisfaction.

9.8 A contract amendment/change order may be executed by both parties, after Substantial Completion, to incorporate any additional design fees due to the CONSULTANT. The amendment shall be based upon 7% of the additional cost of the work that has been added to the project where the CONSULTANT participated in the design process.

9.9 If the services of the CONSULTANT are changed as described in Section 47.2.1 or

47.2.2, the CONSULTANT'S compensation shall be adjusted. Such adjustment shall be computed as a fixed fee on a task-by-task basis, or, in the discretion of the CITY, in an otherwise equitable manner. Adjustments to the CONSULTANT'S compensation may be approved by the Facilities Management Director, providing the compensation adjustment does not exceed the amount specified in the applicable CSA or CPO.

9.10 Forty (40) calendar days shall be allowed for the CITY's inspection and approval of the goods and services for which any invoice has been submitted.

9.11 No deduction shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

9.12 If any work designed or specified by the CONSULTANT during any phase of service is abandoned or suspended in whole or in part, the CONSULTANT is to be paid for the service performed on account of it prior to receipt of written notice from the CITY of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.0 **Reimbursable Expense**

10.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices or other documentation acceptable to the CITY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement.

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Consultant Services Authorization, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Osceola County)

10.3 Mileage shall be reimbursed in accordance with Section 112.061, Florida Statutes, for pre-approved out-of-county travel (excluding travel from home offices located outside of Osceola County to the Osceola County line).

10.4 Reimbursable Expenses, including sub-consultants, shall be reimbursed at cost.

10.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes.

10.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the CITY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the City of Kissimmee Public Works and Engineering Division offices upon demand termination of the Agreement or the conclusion of the project, whichever occurs first.

10.7 The CITY shall reimburse the CONSULTANT for any documents required over and above the number specified in this Agreement per the City's Reimbursable Schedule that is attached hereto as **Exhibit "C"**.

11.0 Project Team

11.1 The Project Team, including the CITY'S Designated Representative and the CONSULTANT's Designated Representative, shall be as specified in the applicable CSA or CPO.

11.2 The Commission (the "Board") hereby authorizes the CITY'S Designated Representative to act as the Board's agent and execute documents associated with a particular project. Examples of these documents are Notices of Commencements, Certificates of Substantial and Final Completion and permits from applicable agencies.

11.3 The persons or entities, in addition to the CITY'S Designated Representative, who have rights to review the CONSULTANT'S submittals to the CITY, shall be as specified in the applicable CSA or CPO.

11.4 The CITY'S other consultants and the CONSULTANT'S sub-consultants or any other person or entity retained at the CONSULTANT's expense shall be as specified in the applicable CSA or CPO.

12.0 Consultant's Standard of Care

12.1 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall submit for the CITY'S approval a schedule for the performance of the CONSULTANT'S services which initially shall be consistent with the time periods established in the applicable CSA or CPO and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the CITY'S review, for the performance of the CITY'S consultants, and for approval of submissions by authorities having jurisdiction over the Project. The CONSULTANT or CITY shall not, except for reasonable cause, exceed time limits established by this schedule approved by the CITY.

12.2 The CONSULTANT'S Designated Representative, identified in the

applicable CSA or CPO, shall be authorized to act on the CONSULTANT'S behalf with Respect to the Project.

12.3 The CONSULTANT shall maintain the confidentiality of information specifically designated as confidential by the CITY, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. The CONSULTANT shall require of the CONSULTANT'S consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the CITY.

12.4 Except with the CITY'S knowledge and prior express written consent, the CONSULTANT shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the CONSULTANT'S professional judgment with respect to the Project.

12.5 The CONSULTANT shall review laws, codes and regulations applicable to the CONSULTANT'S services. The CONSULTANT shall design the Project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project.

12.6 The CONSULTANT shall be entitled to rely on the accuracy and completeness of services and information furnished by the CITY. The CONSULTANT shall provide prompt written notice to the CITY if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information.

12.7 The CONSULTANT has represented to the CITY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

12.8 The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

12.9 The CONSULTANT shall, at no additional cost to CITY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

12.10 The CONSULTANT shall use skilled and competent personnel to perform the services.

13.0 **Insurance**

13.1 General Provisions

13.1.1 The CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the CITY with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY .

13.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of the CITY. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

13.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the CITY.

13.1.4 Any failure by the CONSULTANT to comply with the requirements of this section to provide insurance, the CITY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance;

13.1.5 The CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

13.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

13.1.7 All CONSULTANT's sub-consultants shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

13.1.8 In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the CITY for any claim in excess of the sub-consultants' insurance coverage.

13.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

13.2 Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

13.3 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

13.3.1 Premises and Operations:
Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

13.3.2 Independent Contractors:
Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

13.4 Professional Liability Insurance. $2,000,000 for design errors and omissions, exclusive of defense costs. The CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CITY Director of Risk Management and Insurance. The CITY may require the CONSULTANT to provide a higher level of coverage for a specific Project and time frame.

13.5 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each Project if required and agreed to under the applicable CSA or CPO for the Project.

13.6 Worker's Compensation. CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

13.7 Employers' Liability. $1,000,000.

14.0 **Indemnification**

14.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CITY and the CONSULTANT agree to allocate such liabilities in accordance with this Section 14.0.

14.2 Indemnification.

14.2.1 The CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the CITY) protect and hold the CITY, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs during negotiation, through litigation and all appeals therefrom), and including, without limitation, any liability or loss resulting from judgments or claims for personal injury, including death, or damage to any property whatsoever, which directly or indirectly result from or arise in connection with (i) the failure of the CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by the CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct of the CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that the CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's sole negligence.

14.2.2 The CITY's review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2.3 The CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of sub-consultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

14.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 14.0 shall survive as if the Agreement were in full force and effect.

15.0 **Independent Contractor**

15.1 The CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

15.2 The CITY shall have no right to supervise the methods used, but the CITY shall have the right to observe such performance.

15.3 The CONSULTANT shall work closely with the CITY in performing Services under this Agreement.

15.4 The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

15.5 The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16.0 **Authority to Practice**

16.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

17.0 **Compliance with Laws**

17.1 In performance of the Services, the CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

18.0 **Subcontracting**

18.1 The CITY reserves the right to accept the use of any proposed subcontractor or sub-consultant of the CONSULTANT (for purposes of this Section 18.0 referred to as a "subcontractor"), or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

18.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

19.0 **Federal and State Taxes**

19.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

20.0 **Public Entity Crimes**

20.1 The CONSULTANT understands and acknowledges that this Agreement with the CITY will be void, in the event the conditions under Section 287.133, Florida Statutes apply to the CONSULTANT, relating to conviction for a public entity crime.

21.0 **CITY's Responsibilities**

21.1 The CITY shall be responsible for providing access to all CITY project sites, and providing information in the CITY's possession that may reasonably be required by CONSULTANT, including existing reports, studies, financial information, and other required data that are available in the files of the CITY.

22.0 **Termination of Agreement**

22.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

22.2 This Agreement may be terminated by the CITY with or without cause immediately upon written notice to the CONSULTANT.

22.3 Unless the CONSULTANT is in breach of this Agreement, the

CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination.

22.4 After receipt of written notice of termination of this Agreement, and except as otherwise directed by the CITY, the CONSULTANT shall:

22.4.1 Stop work on the date and to the extent specified.

22.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

22.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

22.4.4 Continue and complete all parts of the work that have not been terminated.

22.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

23.0 Uncontrollable Forces (Force Majeure)

23.1 Neither the CITY nor the CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

23.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

24.0 **Governing Law and Venue**

24.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Osceola County.

25.0 **Non-Discrimination**

25.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

26.0 **Waiver**

26.1 A waiver by either the CITY or the CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

27.0 **Severability**

27.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

27.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

27.3 The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

27.4 The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

28.0 **Entirety of Agreement**

28.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the parties other than those

stated herein.

28.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the CONSULTANT pertaining to the Services, whether written or oral.

29.0 Modification

29.1 This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the CITY and the CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both Parties.

30.0 Successors and Assigns

30.1 The CITY and the CONSULTANT each binds itself and its partners, successors, assigns, executors, administrators and legal representatives to the other Party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

30.2 The CONSULTANT shall not assign this Agreement without the express written approval of the CITY by executed amendment, which approval may be withheld in the CITY's sole and absolute discretion.

30.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the City of Kissimmee Commission by executed amendment.

31.0 Contingent Fees

31.1 The 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 bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32.0 Truth-In-Negotiation Certificate

32.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

32.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this Certificate within one (1) year following payment.

33.0 **Ownership of Documents**

33.1 The CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY. The CONSULTANT is not liable for any damages, injury or costs associated with the CITY's use or distribution of these documents for purposes other than those originally intended by the CONSULTANT.

34.0 **Access and Audits**

34.1 The CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

34.2 Misrepresentations of billable time or Reimbursable Expenses as determined by the City Auditor to the Commission shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

34.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

34.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

35.0 **Notice**

35.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to City: **City of Kissimmee**
Public Works & Engineering Department
Facilities Management Division
101 Church Street
Kissimmee, FL 34741
Attn: Purchasing Director

As to Consultant:

35.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

35.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the CONSULTANT and the CITY.

36.0 **Service of Process**

As to City: City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

As to Consultant: Franklin Design, a KPM-KMF Joint Venture

37.0 **Key Personnel**

37.1 The CONSULTANT shall notify the CITY in the event of key personnel changes which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to any such changes. The CONSULTANT, at the CITY's request, shall remove without consequence to the CITY any subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. The CITY has the right to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name: Joseph Morgan
Eric Kleinsteuber
Robby Moon

Name:

38.0. **Annual Appropriations**

38.1 The CONSULTANT acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

39.0 **Liquidated Damages**

39.1 The parties hereto agree that liquidated damages, in lieu of actual damages and in the amount stated in the applicable CSA or CPO, will be assessed against the CONSULTANT, as the CITY's remedy and not as a penalty, for CONSULTANT'S failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in the proportion to CONSULTANT'S fault in causing the delay as compared to other causes, and to the extent the CONSULTANT is not delayed by reasons beyond CONSULTANT'S reasonable control. The parties agree that such assessment of liquidated damages is reasonable and appropriate, as it would be difficult or impossible to accurately determine the amount of actual damages the CITY would or may incur as a consequence of the CONSULTANT's failure described above.

40.0 **Unauthorized Alien(s)**

40.1 The CONSULTANT shall not employ or utilize unauthorized aliens in the performance of the Services. The CITY shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the CITY. The Form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the CONSULTANT and submitted as part of this Agreement.

40.2 To verify employee eligibility, the CONSULTANT may avail itself of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

41.0 **Limitation of Liability**

IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

42.0 **Default and Remedy**

42.1 If the CONSULTANT materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CONSULTANT receives written notice of the default from the CITY, then the CITY shall have the right to (i) immediately terminate this Agreement by delivering written notice to the CONSULTANT, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the CITY materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CITY receives written notice of the default from the CONSULTANT, then the CONSULTANT shall have the right to immediately terminate this Agreement by delivering written notice to the CITY. Upon any such termination, the CITY shall pay the CONSULTANT the full amount due and owing for all Services performed through the date of Agreement termination.

43.0 **Attorneys' Fees and Costs**

43.1 Except as stated in Section 14.2.1, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

44.0 **Public Records Law**

44.1 CONSULTANT 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.

44.2 CONSULTANT shall keep and maintain public records required to perform the services contemplated by this Agreement, in accordance with Chapter 119, Florida Statutes "Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software,

or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

44.3 CONSULTANT 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 contract term and following completion of the contract if the Construction Manager does not transfer the records to the CITY.

44.4 Questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT's duty to provide public records relating to this Agreement, shall be directed to the CITY's Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

45.0 **Americans with Disabilities Act**

45.1 The CONSULTANT shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), but CITY shall be responsible for compliance with the remaining provisions of the Americans with Disabilities Act ("ADA"). CITY and CONSULTANT further recognize that interpretations of ADA by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the CONSULTANT to make the required modifications, such modifications shall be considered as Contingent Additional Services. Further, CITY acknowledges, that the ADA, including ADAAG, is a new law presenting numerous difficult interpretation issues. Accordingly, the CONSULTANT shall only be liable for gross negligence in connection with any allegation that its design does not properly comply with ADAAG.

46.0 **Additional Definitions**

46.1 **Contract Documents** means this Agreement, any CSA or CPO issued hereunder, the CITY'S contract with the Contractor, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

46.2 **Cost of the Work** shall be the total cost or, to the extent the Project is not completed, the estimated cost to the CITY of all elements of the Project designed or specified by the CONSULTANT.

46.2.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the CITY and equipment designed,

specified, selected or specially provided for by the CONSULTANT, including the costs of management or supervision of construction or installation provided by a separate construction manager or CONSULTANT.

46.2.2 The Cost of the Work does not include the compensation of the CONSULTANT and the CONSULTANT'S sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the CITY.

46.3 **Final Completion** means that the following items have been completed or satisfied:

46.3.1 Construction of the Project is completed, in accordance with the contract documents and certified as such by the CITY and CONSULTANT.

46.3.2 The Project is suitable for full use and occupancy as determined by the CITY and CONSULTANT.

46.3.3 All Punchlist items have been completed or otherwise disposed of or accounted for to the CITY'S satisfaction and approval.

46.3.4 A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

46.3.5 All required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the CITY.

46.4 **Punch list** means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

46.5 **Schedule of Values** means the schedule to be used as a basis for progress payments to be made to the Contractor by the CITY during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the CONSULTANT.

46.6 **Substantial Completion** means the Contractor has ascertained that the work or portions thereof is ready for the CITY and CONSULTANT substantial completion inspection. It is understood that the Construction Manager will provide a list of incomplete items to the CITY and CONSULTANT prior to this inspection. After the CITY'S and CONSULTANT's inspection, the Contractor will prepare a schedule for a completion of the list, indicating completion dates for the CITY'S review. The CITY and CONSULTANT will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

46.7 **Substantial Completion Date** means the date, certified by the CONSULTANT, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the CITY can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

47.0 **Additional Terms and Conditions**

47.1 INSTRUMENTS OF SERVICE

47.1.1 Drawings, specifications and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT'S sub-consultants are Instruments of Service for use solely with respect to this Project. The CONSULTANT and the CONSULTANT'S sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

47.1.2 Upon execution of this Agreement, the CONSULTANT grants to the CITY a nonexclusive license to reproduce the CONSULTANT'S Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the CITY shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The CONSULTANT shall obtain similar nonexclusive licenses from the CONSULTANT'S sub-consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the CITY shall refrain from making further reproductions of Instrument of Service. If and upon the date the CONSULTANT is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the CITY to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The CITY shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the CONSULTANT. However, the CITY shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet

official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the CONSULTANT and the CONSULTANT'S sub-consultants. The CITY agrees to pay the CONSULTANT a reasonable, mutually agreed upon amount for any reuse of the designs, drawings or specifications beyond this Agreement. The CITY shall not be responsible to pay the CONSULTANT for the use of the designs, drawings or specifications when used for reference purposes only.

47.1.4 If the CONSULTANT is required to deliver any services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the CONSULTANT shall be the official records of the CONSULTANT'S service provided upon completion of the services and payment in full. The CITY shall have a right to rely on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the CONSULTANT harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of the CITY without the CONSULTANT'S consent. Under no circumstances shall transfer of drawings and other instruments of service on electronic media for use by the CITY, be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties of merchantability or fitness for a particular purpose.

47.2 CHANGE IN SERVICES

47.2.1 Change in Services of the CONSULTANT, including services required of the CONSULTANT'S sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the CONSULTANT'S control, or if the CONSULTANT'S services are affected as described in Section 47.2B-2. In the absence of mutual agreement in writing, the CONSULTANT shall notify the CITY prior to providing such services. If the CITY deems that all or part of such Change in Services is not required, the CITY shall give prompt written notice to the CONSULTANT, and the CONSULTANT shall have no obligation to provide those services. Except for a change due to fault of the CONSULTANT, Change in Services of the CONSULTANT shall entitle the CONSULTANT to an adjustment in compensation pursuant to Section 9.8, and to any Reimbursable Expenses described in Section 10.0.

47.2.2 If any of the following circumstances affect the CONSULTANT'S services for the Project, the CONSULTANT shall be entitled to an appropriate adjustment in the CONSULTANT'S schedule and compensation:

47.2.2.1 Change in the instructions or approvals given by the CITY that constitute material changes to the Project parameters set forth above

and which necessitate revisions in Instruments of Service;

47.2.2.2 Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service;

47.2.2.3 Significant change in the Project including, but not limited to, size, quality, complexity, the CITY'S schedule or budget, or procurement method;

47.2.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the CONSULTANT is party thereto.

47.3 ACCELERATED COMPLETION OF DESIGN PACKAGES. In order to minimize construction problems and change orders, the CONSULTANT's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, CITY may choose to accelerate the completion of the Project so that it may be completed in a shorter time period than would normally be required. Should the CITY choose to make this selection, it shall not be considered Fast Track, or in any way relieve the CONSULTANT of its responsibilities and obligations set forth herein.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES' SIGNATURES.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Attest:

Linda Hansell
CITY CLERK

By: Linda S. Hansell
City Clerk

Date Approved by Commission: 12/19/2023

CITY OF KISSIMMEE,
a Municipal Corporation of the
State of Florida

By: Olga Castano for
Mayor
City of Kissimmee Commission

Reviewed as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney's OfficeDate

CONSULTANT

Attest:

Corporate Secretary

By: Joseph L Morgan

Title: MANAGING MEMBER

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 1st day of December, 2023, by means of ☑ physical presence or ☐ online notarization, by (*name of person*) Joseph Morgan as (type of authority) Managing Member for (name of party on behalf of whom instrument was executed) Franklin Design, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Erika Meaghan Lord
Notary Public
State of Florida
Comm# GG987287
Expires 5/11/2024

Notary: Erika Meaghan Lord
Print Name: Erika Meaghan Lord
My Commission Expires: 5/11/2024

EXHIBIT "A"

HOURLY RATE SCHEDULE

KMF
ARCHITECTS

PROFESSIONAL SERVICES HOURLY RATES

CATEGORY	HOURLY BILLING RATE
Principal / Design Director	$249
Senior Architect / Project Manager	$189
Architect	$145
Project / BIM Coordinator	$129
Design Team	$99
Operations Director	$159
Administration & Accounting	$79

DIRECT EXPENSES SCHEDULE

CAD Plotting	*Per Exhibit C*	Per sf
B&W Prints / Copies 8.5x11	*Per Exhibit C*	Each
B&W Prints / Copies 11x17	*Per Exhibit C*	Each
Color Prints / Copies 8.5x11	*Per Exhibit C*	Each
Color Prints / Copies 11x17	*Per Exhibit C*	Each
Shipping - All Services	Actual Cost plus, $1 plus 10%	
Any Fees (Permitting etc)	Actual Cost plus 15%	
Mileage	*Per Exhibit C*	
Airfare	Total Billed Rate plus 10%	
Meals	Actual Cost or $10 Breakfast, $15 Lunch, $20 Dinner, per person, whichever is less.	
All Other Expenses (w/ Prior Client Approval)	Actual Cost plus 10%	

These rates are expected effective through December 31, 2024, but may change at any time. Rates are effective for 60 days from the date on the original proposal.

KPMFranklin

Professional Services Fee Schedule

Administrative / Office Support	
Administrative Support I	$50.00
Administrative Support II	$65.00
Administrative Support III	$75.00
Administrative Support IV	$85.00
Administrative Support V	$100.00
Engineering	
Engineering Technician I	$50.00
Engineering Technician II	$60.00
Engineering Technician III	$75.00
Engineering Technician IV	$90.00
Engineering Technician V	$100.00
Engineering Technician VI	$120.00
Engineering Technician VII	$135.00
Engineering Technician VIII	$150.00
Engineer I	$95.00
Engineer II	$105.00
Engineer III	$120.00
Engineer IV	$130.00
Engineer V	$150.00
Engineer VI	$160.00
Engineer VII	$175.00
Engineer VIII	$190.00
Engineer IX	$210.00
Engineer X	$225.00
Planning and Landscape Architecture	
Landscape Designer	$100.00
Landscape Architect	$135.00
Senior Landscape Architect	$160.00
Planner I	$90.00
Planner II	$110.00
Planner III	$130.00
Planner IV	$150.00

Survey	
Surveying Technician I	$65.00
Surveying Technician II	$80.00
Surveying Technician III	$95.00
Surveying Technician IV	$105.00
Surveying Technician V	$115.00
Surveying Technician VI	$125.00
Surveyor I	$100.00
Surveyor II	$110.00
Surveyor III	$120.00
Surveyor IV	$135.00
Surveyor V	$145.00
Surveyor VI	$160.00
1-Man Survey Crew	$120.00
2-Man Survey Crew	$160.00
3-Man Survey Crew	$210.00
4-Man Survey Crew	$255.00
UAV Photometric	$180.00
UAV Lidar	$220.00
Management	
Project Manager I	$110.00
Project Manager II	$130.00
Project Manager III	$160.00
Project Manager IV	$200.00
Project Manager V	$225.00
Department Manager	$225.00
Division Manager	$250.00
Principal	$275.00
Expert Witness	
Expert Witness Testimony	$250.00

Identifiable out of pocket expense and other reimbursables will be billed at cost, without a markup.

Effective January 17, 2023, subject to review and revisions

222 Church Street | Kissimmee, FL 34741
6300 Hazeltine National Drive, Suite 118 | Orlando, FL 32822
(407) 846-1216 | www.kpmfranklin.com

EXHIBIT "B"

SCOPE OF SERVICES

In accordance with Sections 2.3 and 8.1 of the Agreement, in addition to any other Services described in the Agreement, the RFQ, and the CONSULTANT's responsive proposal thereto, the CONSULTANT may also be authorized to perform any or all of those services set forth and further described below. In the event the CITY requests the CONSULTANT to furnish and perform any of the services listed and described in this Exhibit "B", those services shall be listed and incorporated in the applicable CSA or CPO issued for a particular Project.

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including**:**

1.1.1. Project Decision Structure
1.1.2. Project Directory
1.1.3. Consultation
1.1.4. Research
1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by CONSULTANT during the Design phases of the project)
1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of**:**

1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
1.2.2. Review and checking of documents prepared for the Project by the CONSULTANT and the CONSULTANT's Consultants.

1.3. Agency Consulting/Review/Approval services, including**:**

1.3.1. Agency consultants
  1.3.1.1. City agencies
  1.3.1.2. Regional agencies
  1.3.1.3. State agencies
1.3.2. Research of critical applicable regulations.
1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the CONSULTANT's services throughout the design of the project. Key decision-making points will be identified on this schedule.

1.6. Presentation services consisting of presentations and recommendations by the CONSULTANT to the following client representatives:

1.6.1. City of Kissimmee Commission
1.6.2. Executive Task Force
1.6.3. User group(s)
1.6.4. Construction Manager

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/DATA COLLECTION

2.1. Space Needs Assessments

2.1.1. Macro Level Space Requirements Analysis
2.1.2. Macro Level Adjacency Requirements
2.1.3. Parking Analysis

2.2. Analysis of the site and its surroundings to include the following**:**

2.2.1. Land Utilization
2.2.2. Building locations
2.2.3. Utility Systems
2.2.4. Surface and subsurface conditions (By Owner)
2.2.5. Vegetation (By Owner)
2.2.6. Survey (By Owner)
2.2.7. Land Use Restrictions
2.2.8. Historical analysis
2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

3.1.1. Functional Requirements Analysis
3.1.2. Interior Development Guidelines
3.1.3. Space Standards

3.1.4. Preliminary Program Space Estimates
3.1.5. Space and Equipment Program
3.1.6. Special Building System Requirements
3.1.7. Micro-Adjacency Requirements
3.1.8. Prepare Final Draft Program
3.1.9. Prepare Final Program Report

4. MASTER PLANNING

4.1 Prepare three different conceptual approaches for housing the space and parking requirements validated in the Needs Assessment. Include the following information, at a minimum:

4.1.1 Existing facility renovation recommendations
4.1.2 Site development planning issues (land utilization, pedestrian and vehicular circulation, parking, areas for expansion, stormwater retention/detention and landscape forms)
4.1.3 Architectural concepts. The architectural concepts will include blocking and stacking diagrams, massing studies and character sketches.

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:
5.1.1.1. Conceptual Planning/Massing Options
5.1.1.2. Final Conceptual Site and Building Plans
5.1.1.3. Preliminary Sections and Elevations
5.1.1.4. Preliminary Selection of Building Systems and Materials
5.1.1.5. Development of Approximate Dimensions, Areas and Volumes
5.1.1.6. Perspective sketch – eye level
5.1.1.7. Study model

5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
5.1.2.1. Plans, sections and elevations
5.1.2.2. Typical construction details
5.1.2.3. Three-dimensional sketch
5.1.2.4. Study model
5.1.2.5. Final materials selection
5.1.2.6. Equipment layouts

5.1.3. During the Contract Documents phase consisting of preparation of Drawings and Specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
5.2.1.1. A structural system
5.2.1.2. Alternate structural systems, if required

5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:
5.2.2.1. Basic structural system and dimensions
5.2.2.2. Final structural design criteria
5.2.2.3. Foundation design criteria
5.2.2.4. Preliminary sizing of major structural components
5.2.2.5. Critical coordination clearances

5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
5.3.1.1. Energy source(s)
5.3.1.2. Energy conservation and controls system concepts
5.3.1.3.Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)
5.3.1.4.Air conditioning (systems selections and conceptual sizing and configuration analysis.)
5.3.1.5. Plumbing
5.3.1.6. Fire protection
5.3.1.7. General space requirements

5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:
5.3.2.1. Approximate equipment sizes and capacities

5.3.2.2. Preliminary equipment layouts
5.3.2.3. Required space for equipment
5.3.2.4. Required chases and clearances
5.3.2.5. Acoustical and vibration control
5.3.2.6. Visual impacts
5.3.2.7. Energy conservation measures

5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:
5.4.1.1. Power service and distribution
5.4.1.2. Lighting
5.4.1.3. Communication and data outlet location systems
5.4.1.4. Fire detection and alarms
5.4.1.5. General space requirements
5.4.1.6. Audio/Visual systems

5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:
5.4.2.1. Criteria for lighting, electrical and communications systems
5.4.2.2. Approximate sizes and capacities of major components
5.4.2.3. Preliminary equipment layouts
5.4.2.4. Required space for equipment
5.4.2.5. Required chases and clearances

5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
5.5.1.1. On-site utility systems
5.5.1.2. Fire protection systems
5.5.1.3. Drainage systems

5.5.1.4. Paving

5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.

5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.

5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. City shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.

5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.

5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:

5.7.1.1.Types and qualities of finishes and materials for furniture, furnishings, and equipment.

5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of

outline Specifications or materials lists to establish final scope and preliminary details relative to:

5.7.2.1. Interior construction of the Project
5.7.2.2. Special interior design features
5.7.2.3. Space planning
5.7.2.4. Materials, finishes and colors
5.7.2.5. Furniture and equipment layouts

5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

5.8. Environmental Graphic Design Services: The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.

5.8.1. Design Development:
5.8.1.1. Consider design approaches; determine elements needed for identity, information and wayfinding.
5.8.1.2. Begin development of sign prototypes.
5.8.1.3. Develop preliminary location plans.
5.8.2. Construction document preparation.
5.8.3. Construction observation and submittal review.
5.8.4. Interior sign types to include:
5.8.4.1. Primary room ID (changeable name inserts in some locations).
5.8.4.2. Restroom ID.
5.8.4.3. Stairway ID and stairway level ID.
5.8.4.4. Building Code required ID.
5.8.4.5. Fire exit plan.
5.8.4.6. Building directories.
5.8.5. Exterior sign types include:
5.8.5.1. Main entrance identification.
5.8.5.2. Vehicular directional.
5.8.5.3. Regulatory / Warning identification.
5.8.5.4. Parking areas; handicap parking, authorized vehicles, visitor parking, etc.
5.8.6. Donor Recognition / Dedication Plaques – Prepare conceptual designs illustrating a graphic solution to recognize a significant donor for the facility.

5.9. Materials Research/Specifications:

5.9.1. During the Schematic Design phase consisting of:
5.9.1.1. Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.

5.9.1.2. Investigation of availability and suitability of alternative materials, systems and equipment.

5.9.2. During the Design Development phase consisting of activities by in-house personnel in:

5.9.2.1. Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.

5.9.2.2. Coordination of similar activities of other disciplines.

5.9.2.3. Production of design manual including design criteria and outline specifications or material lists.

5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:

5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager.

5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).

5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.9.3.4. Coordination of the development of Specifications by other disciplines.

5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.

5.10. At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the Architect/Engineer shall provide the Owner with two (2) sets of drawings and specifications. At the conclusion of Construction Documents one set of reproducibles will also be made available to the City for printing of Bid Documents by the City or the Construction Manager.

6. BIDDING OR NEGOTIATION SERVICES

6.1. **Bidding Materials services** consisting of organizing and handling Bidding Documents for:

6.1.1. Coordination

6.1.2. Reproduction by Owner

6.1.3. Completeness review

6.2. **Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings,

Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.

6.3. Bidding/Negotiation services consisting of:

6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.

6.4. Analysis of Alternates/Substitutions consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. CONSTRUCTION ADMINISTRATION

7.1. Submittal Services consisting of:

7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.

7.1.2. Distribution of submittals to Construction Manager.

7.1.3. Related communications.

7.2. Observation services consisting of periodic visits by the Project Manager or Project CONSULTANT to the site at intervals appropriate to the state of the work or as otherwise agreed by the Owner and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.

7.2.1. Periodic site visits by other staff to observe the progress of the project.

7.3. Responses to Requests for Information (RFI)

7.3.1. Responding to requests for clarifications or additional information related to the Contract Documents.

7.4. Supplemental Documentation services consisting of:

7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Manager or the Owner.

7.4.2. Providing guidance to the Construction Manager in conjunction with the Owner -relative to changed requirements and schedule revisions.

7.5. Quotation Requests/Change Orders consisting of:

7.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.
7.5.2. Review of proposals from Construction Manager for reasonableness of quantities and costs of labor and materials.
7.5.3. Review and recommendations relative to changes in time for Substantial Completion.
7.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.
7.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
7.5.6. Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7.6. Contract Cost Accounting services consisting of:

7.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.
7.6.2. Evaluation of Applications for Payment and certification thereof.
7.6.3. Review and evaluation of expense data submitted by the Construction Manager for Work under cost-plus-fee arrangements.

7.7. Interpretations and Decisions consisting of:

7.7.1. Review of claims, disputes, or other matters between the Owner and Construction Manager relating to the execution or progress of the Work as provided in the Contract Documents.
7.7.2. Rendering written decisions.

7.8. Project Closeout services initiated upon notice from the Construction Manager that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.
7.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.
7.8.2. Recommendation of the amounts to be withheld until final completion.
7.8.3. Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
7.8.4. Issuance of Certificate(s) of Substantial Completion.
7.8.5. Inspection(s) upon notice by the Construction Manager that the Work is ready for final inspection and acceptance.
7.8.6. Final inspection with the Owner's representative to verify final completion of the Work.

7.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).
7.8.8. Issuance of final Certificate(s) for Payment.
7.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater/ Environmental Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Construction Manager. Services include one final inspection for each certification.

8. POST-CONSTRUCTION SERVICES

8.1. **Record Drawing services** consisting of:

8.1.1. Making arrangements for obtaining from Construction Manager information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.
8.1.2. Review of general accuracy of information submitted and certified by the Construction Manager.
8.1.3. Preparation of record drawings electronically based on certified information furnished by the Construction Manager.
8.1.4. Transmittal one set of full-size reproducible record drawings and general data, appropriately identified, to the Owner and others as directed. Two copies of all electronic data including CADD drawings on CD.

8.2. **Warranty Review** consisting of:

8.2.1. Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.
8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager for correction of noted defects.

9. ADDITIONAL SERVICES/EXPENSES (not included in the base fee):

9.1. Owner-Provided Services:

9.1.1. Environmental assessment of site, if necessary.
9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.
9.1.3. Printing of all Contract Documents issued for bidding and construction.
9.1.4. Distribution of Contract Documents to Construction Manager for estimating and bidding purposes.

9.2. **Mock-Up Services** relating to any space for study during the design phases and consisting of:

9.2.1. Design and documentation for the required mock-up.
9.2.2. Construction administration of mock-up construction activities.
9.2.3. Arrangements for testing performance of mock-up.
9.2.4. Review, analysis and reporting of results.

9.3. **Prepare an Inventory** of existing furniture and equipment that will be placed in the new facilities.

9.4. **Value Engineering** – Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain optimum value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be complete at a stage no later than the completion of schematic design, or may pay a mutually negotiated sum "at the time the services are requested" to CONSULTANT to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur.

9.4.1. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to CONSULTANT for its review and adequate time will be provided for CONSULTANT to respond to these recommendations. CONSULTANT may be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and CONSULTANT. Objections to any recommendations made by the VE shall be stated in writing. Owner agrees that CONSULTANT shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.

9.5. **Commissioning** – The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria. CONSULTANT would prepare this service in conjunction with an independent contractor experienced in such activities.

9.6. **Structural Blast Resistance** - Analysis of building structural systems to resist loads imposed by blast forces on exterior of facility. This would require an additional blast consultant to be obtained.

9.7. **Security Systems:** The Security portion of the project will include the design and documentation of Electronic Security System from Schematic Design through Construction Administration Services. The Electronic Security System will include intrusion detection, access control, electronic door control and monitoring,

operational intercom, fixed duress alarms, monitoring and control panels, CCVE systems, control room layouts, rough-ins for x-ray screening/magnetometer at entry lobby, and parcel screening. As part of the overall security plan CONSULTANT will provide a site analysis to determine passive security measures to be incorporated for the facility. Deliverables for the above scope for each task are as listed below.

9.7.1. **Schematic Design (SDs):** CONSULTANT will provide a written security narrative describing the Electronic Security System, reflecting the design approach based on program requirements. In addition, CONSULTANT will provide two people for a one day on site Security Workshop to validate the security program and establish the design intent.

9.7.2. **Design Development (DDs):** CONSULTANT will provide job specific draft specifications of the Electronic Security System including plans indicating device locations, and outline specifications, and equipment selections reflecting design approach. CONSULTANT will provide one person for 1 day to attend an on-site design review with the Owner and Design Team members to review the Electronic Security System Design Development documents.

9.7.3. **Construction Documents (CDs):** Upon completion of this review, CONSULTANT will provide completed biddable documents including plans, details, schedules, riser diagrams, and specifications required to fully document the Electronic Security System. In addition, CONSULTANT will provide, at the completion of the Construction Documents phase, two (2) copies of a Design Information Manual (DIM) outlining major equipment selections utilized as the basis of design for the Electronic Security Systems. CONSULTANT will conduct mid-point design review with Owner and Design Team members to review the Electronic Security Construction Documents.

9.7.4. **Bidding:** CONSULTANT will review all questions related to the Electronic Security System submitted, and provide answers in written addendum as required.

9.7.5. **Construction Administration (CA):** CONSULTANT will provide one person for four, one day intermediate site visits during construction. In addition, upon written notification of substantial completion CONSULTANT will provide two persons for one day (16 hours total) to review and test the Electronic Security System.

9.7.5.1. Included in this phase of work is the review of security shop drawing submittals and written responses to security RFI from the contractor.

9.7.5.2. Deliverable for this phase of work will include a written field report for the intermediate site visits, and a final report and punch list of the site visit made following written notice of substantial completion.

9.7.6. **Expanded Security System Design -** The following systems and services can be provided in addition to the Electronic Security Design defined in previous sections:

9.7.6.1. Assistance Stations
9.7.6.2. Parking Area Equipment (cameras, card access control)
9.7.6.3. Wireless Duress
9.7.6.4. Hydraulic Barriers
9.7.6.5. Biometrics
9.7.6.6. Perimeter protection systems
9.7.6.7. Post Construction Services: CONSULTANT will provide two people for one day (16 hours total) to conduct a pre-warranty expiration review of the electronic security system. The review will focus on inspection of equipment, operational functions, defects or deficiencies within the system and will be documented in report form and issued to the owner.

EXHIBIT C

SCHEDULE OF REIMBURSABLES

1.	Reproduction Cost			
	A.	Regular Copying	Single Side	Double Sided
		8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet
		8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet
		8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet
		8 ½ x 14 (color)	$ 0.30/page	$ 0.40/sheet
		11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet
		11 x 17 (color)	$ 0.40/page	$ 0.50/sheet
		9 ½ x 24 Single Side Only	$ 1.00/page	
		17 x 22 Single Side Only	$ 2.00/page	
		18 x 24 Single Side Only	$ 2.00/page	
		24 x 36 Single Side Only	$ 3.00/page	
		30 x 30 Single Side Only	$ 5.00/page	
		32 x 34 Single Side Only	$ 5.00/page	
		Other sizes-per square inch	$ 0.03/page	
		Compact Digital Disk	$ 6.00/disk	
	B. Blueprint Copy		$10.00/page	
2.	Subcontractor Services		Actual Costs	
3.	Special Consultants		Actual costs	
4.	Telecommunications			
	A. Local		Non-reimbursable	
	B. Non-Local		Actual Costs	
5.	Computer Services		Non-reimbursable	
6.	Travel Expenses		In accordance with Chapter 112.061, F.S.; and further defined in the City of Kissimmee Employee Handbook	
7.	Postage, Fed Express, UPS		Actual Costs	
8.	Pre-approved Equipment (includes purchase and rental of equipment used in project)		Actual Costs	

EXHIBIT D

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP2023-006 PROJECT NAME: Architectural and Engineering Services

THE CITY OF KISSIMMEE, a MUNICIPAL CORPRATION OF THE STATE OF FLORIDA (CITY), 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.**

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

Attest: CONSULTANT

By: _____

_____
Corporate Secretary

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by means of ☐ physical presence or ☐ online notarization, by _(*name of person*)_____ 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: _____

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: **RFQ2023-006** PROJECT NAME: **Architectural and Engineering Services**

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 OF KISSIMMEE 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 CITY OF KISSIMMEE.**

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

Company Name: Franklin Design + KPM - KMF Joint Venture LLC

Joseph H Morgan | Managing Member | Aug 31, 2023

Signature | Title | Date

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 31st day of August, 2023, by means of ☑ physical presence or ☐ online notarization, by (name of person) Joseph Morgan as (type of authority) Managing Member for (name of party on behalf of whom instrument was executed) Franklin Design, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Erika Meaghan Lord
Notary Public
State of Florida
Comm# GG987287
Expires 5/11/2024

Notary: Erika Meaghan Lord
Print Name: Erika Meaghan Lord
My Commission Expires: 5/11/2024

ITEM 7.G
Construction Services for the Kissimmee Fire Department Training Facility Pavilion

Request

Approval to award construction services agreement (contract #20240460) for the Kissimmee Fire Department Training Facility Pavilion project to MVB & Associates, Inc. in the amount of $489,775.

Explanation

The Public Works & Engineering Department, in collaboration with the Procurement division, issued a public bid (IFB2024-005) for the Kissimmee Fire Department Training Facility Pavilion. This facility, which is primarily being funded by a grant from the State of Florida, will provide covered shelter, storage and restroom facilities for crews using the adjacent Fire Training Tower and Burn Building.

The bid was advertised on May 26, 2024, through the Orlando Sentinel, Demand Star, and Vendor Link. We received four bids, including one submission from a vendor eligible for local preference. Under our Local Vendor Preference Ordinance, the second lowest bidder, an Osceola County business, was given the opportunity to match the lowest bid and agreed to do so.

The sealed bid opening took place on June 25, 2024, resulting in Blackwater Construction Services submitting the lowest qualified bid. The local vendor preference was applied, ensuring the lowest bid was matched.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15135206-506292 10435106-506292	TRAINANNEX ST2301	Decrease Decrease	$487,500 $400,000	$487,500 $2,275

Financial Summary:

Funds for this project are available in TRAINANNEX and ST2301 accounts.

Recommendation

Approval to award and sign agreement for bid IFB2024-005 for the Kissimmee Fire Department Training Facility Pavilion to MVB & Associates, Inc. in the amount of $489,775.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

City of Kissimmee

Attachment(s):

1. (S) Kissimmee Fire Department Training Facility Pavilion Contract

AGREEMENT BETWEEN
CITY OF KISSIMMEE AND CONTRACTOR

THIS AGREEMENT is made this _____ day of _____ 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 MVB & Associates, Inc., 2455 Underwood Avenue, St. Cloud, FL 34771, hereinafter "Contractor", collectively hereinafter the "Parties" and each represents as follows:

WITNESSETH

WHEREAS, the City seeks a competent and qualified contractor to construct a covered pavilion at Public Safety Training Facility located at 1701 Jack Calhoun Drive, Kissimmee, Florida 34741, hereinafter the "PSTC", pursuant to the plans and specifications provided in **Exhibit A**; and

WHEREAS, the City advertised the Invitation for Bid 2024-005, hereinafter "IFB," for the Work wherein bidders submitted sealed proposals; and

WHEREAS, the City pursuant to the evaluation criteria in the IFB has determined that Contractor is qualified to provide the Work and desires to award the contract for the Work to Contractor; and

NOW THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the plans and specifications, which is attached hereto as **Exhibit A**, the IFB, which is attached hereto as **Exhibit B**, Contractor's Bid to the IFB, which is attached hereto as **Exhibit C**, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, **Exhibit A**, **Exhibit B**, and **Exhibit C**, in that order.

3. **TERM.** The "Term" of this Agreement shall begin upon execution and shall continue thereafter through the date of completion by Contractor of all its obligations (except for any provisions contained herein which are intended to survive expiration or earlier termination of this Agreement), and the City has paid the final balance due Contractor.

4. **SCOPE OF WORK.** Contractor agrees to complete the construction of a two thousand four hundred (2,400) square foot covered pavilion containing a set of bathrooms with showers to allow Kissimmee Fire Department employees to better decontaminate themselves after live training at the PTSC as further described in the IFB (Exhibit B) and the plans and specifications (Exhibit A), according to the terms, conditions, and pricing further described in this Agreement, hereinafter described as the "Work."

   In providing the Work, Contractor shall:

   A. Furnish all labor, materials, and equipment necessary as indicated in the plans and specifications.
   B. Be familiar with the Work, deadlines, requirements, and other conditions under which the Work is to be completed.
   C. Coordinate work days, hours, and access to the Community Center with the Project Manager.
   D. Obtain all required permissions and inspections as applicable.
   E. Coordinate all inspections with the Project Manager.
   F. Complete any items on the punch list generated from the inspection(s) or the Project Manager.
   G. Meet with the City and/or the Project Manager as requested and as arranged by the Parties to review the Work.
   H. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the City.

   Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

   Within ten (10) days of the Effective Date of this Agreement, Contractor shall provide to the Project Manager a schedule for the Work showing production and installation timeframes ("Project Schedule"). Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

   In entering into this Agreement, Contractor represents that it now has or will secure all

equipment and personnel required to perform all Work under this Agreement. Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Work pursuant to the requirements of this Agreement. Contractor shall ensure that the personnel assigned to perform the Work comply with the terms of this Agreement, have current licenses and permits required to perform the Work, and are fully qualified and capable to perform their assigned tasks. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

Contractor shall perform the Work using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

5. **PAYMENT.** Upon review and approval of Contractor's invoice and verification that products and services have been rendered in conformity with this Agreement, 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 unless allowed by the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

6. **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.

7. **GOVERNING LAW**. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

8. **NOTICE.** Any and all notices required by this agreement shall be in writing and either

hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee	Contractor
Randall Littlefield **Construction Project Manager** **104 N. Alaska Avenue** **Kissimmee, FL 34741**	**Christian Simeone** **Vice President** **MVB & Associates, Inc.** **2455 Underwood Avenue** **St. Cloud, FL 34771**

9. **PROJECT MANAGERS**. City and 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 Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of City. If City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. City will notify Contractor, in writing, if the current City Project Manager is replaced by another individual.

   A. City's Project Manager's contact information is as follows:

   Randall Littlefield
   Construction Project Manager
   Randall.Littlefield@kissimmee.gov
   (689) 219-9471

   B. Contractor's Project Manager's contact information is as follows:

   Contractor Name: MVB & Associates, Inc.
   Individual Name Christian Simeone
   Individual's Title Vice President
   Address #1: 2455 Underwood Avenue, St. Cloud, FL 34771
   Address #2
   Phone # (407) 924-6468
   Email Address Christian@MVBGC.com

10. **SUBCONTRACTORS.** All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve Contractor from the responsibility to City for the proper completion of all work to be executed under this Agreement, and Contractor shall not be released from the responsibility by any Subcontractor agreement Contractor makes with others. If applicable, Contractor shall be

required to furnish to City, in writing, a list of names of the Subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

11. **NON-ASSIGNMENT**. Contractor shall not assign this Agreement or any portion hereof without the express written consent of the City.

12. **INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEER.** In the performance of this Agreement, Contractor 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 Contractor shall be, at all times, employees of Contractor and under its sole discretion, and not an employee or agent of City. Contractor shall provide competent employees. City may require Contractor 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.

13. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate the Agreement in whole or part by giving Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from 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 the payment of any obligation to the extent such responsibility has not been excused by breach or default of Contractor.

    Upon termination, Contractor shall bill City for all amounts not previously billed and due to Contractor at that time. Contractor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by Contractor, unless specifically approved or requested by City. 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.

14. **TERMINATION FOR CAUSE.** If the City wishes to terminate the Agreement for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then City must provide Contractor with written notice of said failure to perform. City must give ten (10) working days from Contractor's receipt of the Notice to Cure for Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If Contractor does not take appropriate action within the ten (10) day period, City may issue a Final Notice to Cure. Contractor will have an additional five (5) working days from the receipt

of the Notice to Cure to cure or take reasonable action to commence to cure before City can terminate the Agreement. If Contractor is terminated for cause, the City may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due to Contractor; and if such cost shall exceed the balance due to Contractor, then Contractor shall pay the difference to the City.

Notwithstanding the foregoing, City may immediately terminate this Agreement, without providing Contractor with notice of default or opportunity to cure, if City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor, but without an opportunity to cure, if City determines Contractor knowingly furnished any representation, warranty or certification in connection with the solicitation of Contractor's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor if the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

15. **FORCE MAJEURE.** Shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties. Neither City nor Contractor shall be held liable or responsible to the counterparty, nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven (7) days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Agreement. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Agreement with minimal impact to City operations. City maintains the right to terminate the Agreement for convenience, negotiate with the next low bidder, or obtain the goods and/or services through a separate contract.

16. **INSURANCE.** Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance requirement naming City of Kissimmee as additional insured. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

A) **Workers Compensation:** Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

B) **Comprehensive General Liability:** Contractor will provide such coverage with limits of not less than $3,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance must be written in an "occurrence" based format.

C) **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00 per occurrence.

D) **Umbrella Insurance:** Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00 per occurrence.

E) **Builder's Risk Insurance:** Contractor will provide Builders Risk Insurance with limits not less than the amount of Contractor's bid for the Work until the Work is finally accepted by the City.

Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. Contractor shall provide thirty (30) day prior written notification to the City in the event coverage is cancelled, modified, or nonrenewed. If any required insurance coverage is cancelled, terminated or revoked, Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

17. **INDEMNIFICATION.** The Parties agree that one percent (1%) of the total compensation paid to Contractor for the work or services under this Agreement constitutes specific consideration to Contractor for the indemnification to be provided under the Agreement. Contractor must indemnify and hold harmless, in an amount up to four million U.S. Dollars

($4,000,000.00), which the Parties agree bears a reasonable commercial relationship to this Agreement, the City, its past/present/future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees, excepting such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees and for a statutory violation or punitive damages not caused by or resulting from the acts or omissions of Contractor or its officers, employees, agents, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph is not limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof survive the expiration or termination of this Agreement.

18. **PUBLIC CONSTRUCTION BOND.** Prior to commencing work, Contractor shall post a public construction bond (hereinafter the "Bond") that complies with the provisions of Section 255.05, Florida Statutes, in an amount that matches the total amount of compensation due to Contractor for completion of the Work under this Agreement, Florida Statutes, record the Bond in the Official Records of Osceola County, and provide a certified copy of the recorded Bond to the City. Alternatively, Contractor may provide an alternative form of security so long as the alternative form of security complies with Section 255.05,

Florida Statues, and is subject to the same conditions as a performance bond under Section 255.05, Florida Statutes. The Bond shall remain in effect at least one year after the date final payment for the Work becomes due unless otherwise provided by law. The Bond shall be purchased from a company that is duly licensed or authorized by the State of Florida to issue bonds or insurance policies. If the surety on Bond is declared bankrupt, becomes insolvent, or its right to do business is terminated in the state, Contractor shall within ten (10) days thereafter substitute another Bond and surety, both of which must be acceptable to the City.

19. **TAXES.** Contractor certifies that all state and federal tax exemptions applicable to City will be applied.

20. **SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESTORE DAMAGED PROPERTY.** Contractor shall maintain a safe and secure worksite for the duration of the Work. Contractor shall maintain all areas in a neat and presentable condition. Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work and secure all equipment, tools, and related materials.

    Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, and shrubbery along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of City which is damaged by reason of Contractor's Work on or around such property.

    In case of failure on the part of Contractor to restore and/or replace such property, or to make good such damage or injury, City may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to Contractor under the Agreement. Nothing in this provision shall prevent Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by City, provided that such property has not been damaged as a result from the performance of the Work or through fault of Contractor, its employees or agents.

21. **AUTHORITY TO SUSPEND WORK.** City and/or Project Manager shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Work. Should City be prevented or enjoined from

proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of City, Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Work will be extended to such reasonable time as City and/or Project Manager may determine and will be set forth in writing. In the event of any such suspension, Contractor shall be paid for all Work actually and timely rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work. In no event shall City be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

22. **WARRANTIES AND REPRESENTATIONS.** Contractor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. Contractor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. Contractor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement.

Contractor binds itself to use such materials and to so construct, install, deliver, and perform the Work that the Work and improvements will be and remain in good repair and condition for a period of two (2) years after the date of completion and acceptance of all Work and improvements by City, and agrees that it will repair or reconstruct said Work and improvements at its sole cost and expense necessitated within that time by any fault of materials, specifications, methods or processes employed in the construction or installation thereof, and Contractor further agrees and binds itself that said improvements for such term shall be and remain in good serviceable condition, free from any defects that will impair its usefulness and should same, at any time within said period, in the judgment of City, whose judgment shall be final and conclusive, become defective and be not in a good serviceable condition, free from any defects that will impair its usefulness by reason of any defective materials, workmanship, specifications, methods, or processes, then City shall cause to be served upon Contractor a notice in writing to repair such Work or portions thereof, or to reconstruct the same and put same in satisfactory and good condition, and Contractor shall promptly comply therewith at its sole cost and expense.

Any warranty provided by Contractor or for which Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement.

City reserves the right should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of Contractor be discovered after the final payment has been made, to claim and recover from Contractor, by process of law, such sums as may be sufficient to make good the defects in the Work and materials.

23. **WAIVER OF LIENS.** Prior to final payment of the Agreement Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractor who participated in the Work that is the subject of this Agreement.

24. **REMEDIES.**

A) **Damages.** The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by City resultant from Contractor's failure to perform in accordance with the requirements of this Agreement.

B) **Correction of Work.** If, in the judgment of City, work provided by Contractor or does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, City reserves the right to require that Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. City is the sole judge of non-conformance and the quality of workmanship.

25. **WASTE AND HAZARDOUS MATERIAL DISPOSAL.** Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris, trash, or waste generated by the Work, including, but not limited to, any hazardous materials, all at no additional cost to City, and in accordance with federal, state, and local laws and ordinances.

26. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.

27. **HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

28. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.

29. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

30. **RECORDS.** All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law and at minimum for five (5) years. The City reserves the right to examine and/or audit such records. This Section shall survive termination or expiration of this Agreement.

31. **CHANGES IN WORK ITEMS OR SCOPE.** City and Contractor expressly agree that no changes in materials or description of Work shall take place unless in writing and agreed upon by Contractor and City. All Change Orders must be approved by City in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by Contractor unless Contractor has received a prior written Change Order signed by an authorized representative of City, except in an emergency where there is danger to life or risk of significant damage to property. No extra costs shall be paid to the Contractor as a result of Contractor's failure to properly evaluate the extent of the rehabilitation work.

32. **GUARANTEES AND WARRANTIES.** Contractor shall guarantee to correct any work that fails to conform to this Agreement and shall correct such defects due to faulty materials, equipment, or workmanship during the Term of this Agreement. All reasonable work to be corrected shall be specified in writing by City and delivered to Contractor pursuant to the Notice Section above. The provisions of this article apply to work done by subcontractors as well as work done by Contractor.

33. **BREACH.** Failure of Contractor or City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, City has the right to terminate this Agreement in accordance with the provisions of Paragraph 14 above. In the event of any default of the

City, except for payment which is controlled by Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, City has fifteen (15) days after written notice from Contractor to cure said default, unless City disputes satisfactory performance of services.

34. **ATTACHMENTS.** Attachments to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

35. **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.

36. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all 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, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Contractor is responsible for obtaining all necessary permits and licenses and the payment of any fees necessary for performance of this Agreement.

37. **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.

38. **PUBLIC RECORDS.** The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

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

a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City.

c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

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

e. If the Contractor 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 Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

39. FUNDING. The obligation of City for payment to Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

40. USE OF LUMBER, TIMER, AND OTHER FOREST PRODUCTS DURING WORK. If lumber, timber, or other forest products are a component of the Work, such products are available and their price, fitness, and quality are equal to those manufactured outside the state, and no exception under Section 255.20(3)(a), then Contractor shall use lumber, timber, or other forest products that were manufactured inside the state while

performing the Work.

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

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

    City acknowledges that Contractor may use workers outside the United States, who will not be subject to e-verification.

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

43. **FOREIGN GIFTS AND CONTRACTS.** Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

44. **SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interest.

45. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Contractor 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, Contractor represents and certifies that Contractor 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 Contractor 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. Contractor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to the City.

46. **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.

47. **ANTITRUST VIOLATIONS; DENAIL 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, Contractor 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.

48. **NON-DISCRIMINATION.** Contractor 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. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees, for the period during which services are provided. Contractor further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

49. **ENTIRE AGREEMENT**. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

SIGNATURES ON FOLLOWING PAGE

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

CONTRACTOR- MVB & Associates, Inc.

By: Christian Simeone

Title: Vice President

Date: 10-July-2024

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 10 day of July, 2024, by means of ☒ physical presence or ☐ online notarization, by (*name of person*) Christian Simeone as (type of authority) Vice President for (name of party on behalf of whom instrument was executed) MVB & Associates, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: Kyle Scholl
My Commission Expires: 03/31/2025

Kyle H. Scholl
Notary Public
State of Florida
Comm# HH112460
Expires 3/31/2025

CITY OF KISSIMMEE

_____
Olga Gonzalez, Mayor

Date: _____

Attest:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

EXHIBIT A

PLANS AND SPECIFICATIONS

CONSTRUCTION DRAWINGS

[redacted]

F.S. 119.071(3)(a): Security and Fire Safety Plans/System


F.S. 119.071(3)(a): Security and Fire Safety Plans/System


F.S. 119.071(3)(a): Security and Fire Safety Plans/System

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F.S. 119.071(3)(a): Security and Fire Safety Plans/System

F.S. 119.071(3)(a): Security and Fire Safety Plans/System

EXHIBIT B

IFB

* INVITATION FOR BID *

I. The CITY OF KISSIMMEE is seeking SEALED BIDS on the following:
Bid Number **IFB2024-005 Kissimmee Fire Department Training Facility Pavilion**

II. All bids must be submitted in a SEALED envelope and plainly marked with the bid number on the exterior of the bid envelope, one (1) original, one (1) copy and (1) electronic copy.

III. To be considered bids MUST be delivered OR mailed to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

And time stamped on or before 2:00PM June 24, 2024.

IV. All bids shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30PM June 24, 2024.

V. All bids must be according to specifications and conditions, and on the forms provided herein.

VI. The Bidder's name and address shall be clearly shown on the exterior of the Sealed Envelope.

VII. The City of Kissimmee reserves the right to accept and/or reject any or all bids, with or without cause, to waive technicalities or to accept the bid which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this Bid, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Bid results other than the apparent low bidder will not be provided in response to telephone inquiries. Bidders desiring a copy of the Bid Abstract should include such request with a self addressed stamped envelope in their bid.

Brandon Durango
Procurement Manager

General Requirements:

1.1 BID PREPARATION

Submission of a bid in response to this solicitation shall evidence the bidders acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the bids schedule. Each bidder is responsible for the completeness and accuracy of their bid. Bids must show manual signatures by an individual authorized to offer such obligations, and shall contain evidence of that person's authority to make such offers. Unsigned bids will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the bid. Bidders should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the bid being declared non-responsive.

1.2 SUBMISSION OF BIDS

All bids shall be submitted in a sealed envelope on the forms included with this solicitation with the bidders name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being bid will be shown on the Bid Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Bid Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the bid, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful bidder for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The bidder in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE BIDS AND WITHDRAWL OF OFFERS

No bid will be accepted after the published deadline for accepting bids in response to this solicitation. Bids may be withdrawn at any time prior to the official time set for the bid opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official bid opening.

1.7 DISCOUNTS

Bidders may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest bid offered. Any other discounts should be reflected in the unit price bid.

1.8 BID EVALUATION AND AWARD

All bids received will be evaluated based on one or more of the following factors: price; quality of product offered; compliance with specifications; delivery; reputation of the bidder; previous contract' proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible bidder complying with the provisions of the invitation to Bid, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all bids in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the bid which in its judgment, best services the interest of the City of Kissimmee.
Bidders are cautioned that no communication with any City of Kissimmee involved in the evaluation process is authorized during the bid evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the bid or proposal. Questions regarding the status of any bid or proposal should be directed to the Purchasing Manager. Bid awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any bid. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor Taxpayer Identification Number Attachment B, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the bidder. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the bidders request and at the bidder's expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the bid. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished bid packages. However, it shall be the bidder's responsibility to verify with the Purchasing Office before the bid is submitted whether or not addenda have been issued and to obtain such addenda for submission with the bid. Receipt of any addenda issued must be acknowledged on the bid schedule.

1.15 BIDDER'S CERTIFICATION

By signature on this bid, bidder certifies or in the case of a joint bid each party certifies that:

A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this bid.
B. That the bidder has not divulged or discussed his offer with other bidders.
C. Prices offered have been determined independently without collusion with other bidders for the purpose of restricting competition.
D. No attempt has been made to induce any potential bidder to submit or decline to submit an offer in response to this solicitation.

1.16 "NO BID" RESPONSE

Vendors electing to not submit bids in response to this solicitation should complete the attached "Notice to Bidders" form. Failure to return the form may result in your omission from future bid lists.

1.17 CFPC

The City of Kissimmee participates in a Central Florida Purchasing Cooperative (CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.19 PROTEST

Any protest must be made within three (3) days following posting of the bid award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor, Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

1.20 PUBLIC RECORDS

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.
If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741. The Contractor shall keep and maintain public records required by the City to perform the service.

1.21 SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS: Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Consultant based on the Consultant's social, political, or ideological interest.
287.05701 Prohibition against considering social, political, or ideological interests in government contracting.

(1) As used in this section, the term "awarding body" means:
(a) For state contracts, an agency or the department.
(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.
(2) (a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.0l7, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications of this solicitation may be addressed in writing, not less than seven (7) days before the scheduled bid opening and questions of a non-technical nature regarding the general or special conditions of this solicitation should be addressed in writing, not later than seven (7) days prior to the bid opening date to the Purchasing Coordinator – Debbie Luke, City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee FL 34741, email procurement@kissimmee.gov.

However, unless modified by a written addendum issued by the Purchasing Manager, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Manager for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing to all vendors who have received bid packages.

2.3 This bid contains pages 1 - 34. Please contact the Purchasing Office at 407-518-2214 if you are missing any pages.

2.4 **ALTERNATE BIDS WILL NOT BE ACCEPTED:**
If two bids are received from a company one bid will be returned unopened. If two different bids are included in a single envelope, both will be rejected at the bid opening.

2.5 No minor children are permitted to accompany bidders during pre-bid conferences, bid opening or site tour.

2.6 **The City of Kissimmee has a Local Vendor Preference Policy:** When written bids, responses to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price.
In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.7 A link to this website is available through the City's Web Page http://www.kissimmee.gov , under the Finance Department, Purchasing. Notice of Award, Bids currently available, and Tabulation sheets are available Online. Bidders, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Bid response.

2.8 **INDEMNITY:** Selected Bidder must indemnify and hold harmless, in an amount up to four million U.S. Dollars ($4,000,000.00), which the Parties agree bears a reasonable commercial relationship to this Agreement, the City, its past/present/future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with violations of copyrighted or trademarked materials used by Selected Bidder, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Selected Bidder or its officers, employees, agents, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees, excepting such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees and for a statutory violation or punitive damages not caused by or resulting from the acts or omissions of Selected Bidder or its officers, employees, agents, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees.

In any and all claims against the City, or any of their agents or employees by any employee of the Selected Bidder, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph is not limited in any way by any limitation on this amount or type of damages

compensation or benefits payable by or for the Selected Bidder or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the City Attorney, any sums due Selected Bidder under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof survive the expiration or termination of this Agreement.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.
The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

2.9 **INSURANCE PROVISIONS:** Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance requirement naming City of Kissimmee as additional insured. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

A) Workers Compensation: Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

B) Comprehensive General Liability: Contractor will provide such coverage with limits of not less than $3,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance must be written in an "occurrence" based format.

C) Comprehensive Automobile Liability: Contractor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00 per occurrence.

D) Umbrella Insurance: Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00 per occurrence.

E) Builder's Risk Insurance: Contractor will provide Builders Risk Insurance with limits not

less than the amount of Contractor's bid for the Work until the Work is finally accepted by the City.

Selected Bidder must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. Selected Bidder shall provide thirty (30) day prior written notification to the City in the event coverage is cancelled, modified, or nonrenewed. If any required insurance coverage is cancelled, terminated or revoked, Selected Bidder shall immediately suspend its operations until replacement insurance is obtained and verified.

2.10 BOND REQUIREMENTS: Prior to commencing work, Selected Bidder shall post a public construction bond (hereinafter the "Bond") that complies with the provisions of Section 255.05, Florida Statutes, in an amount that matches the total amount of compensation due to Selected Bidder for completion of the Work under this Agreement, Florida Statutes, record the Bond in the Official Records of Osceola County, and provide a certified copy of the recorded Bond to the City. Alternatively, Selected Bidder may provide an alternative form of security so long as the alternative form of security complies with Section 255.05, Florida Statues, and is subject to the same conditions as a performance bond under Section 255.05, Florida Statutes. The Bond shall remain in effect at least one year after the date final payment for the Work becomes due unless otherwise provided by law. The Bond shall be purchased from a company that is duly licensed or authorized by the State of Florida to issue bonds or insurance policies. If the surety on Bond is declared bankrupt, becomes insolvent, or its right to do business is terminated in the state, Selected Bidder shall within ten (10) days thereafter substitute another Bond and surety, both of which must be acceptable to the City.

2.11 NON-MANDATORY PRE-BID: A Non-Mandatory pre-bid meeting is scheduled for 10:00AM June 3, 2024 in the **City of Kissimmee Commission Chambers, 101 Church Street, Kissimmee, FL 34741**. All bidders attending should be prepared address any questions at that time. Deadline for questions is June 10, 2024 at 4pm, an addendum if needed will be sent out to all vendors not later than June 13, 2024 at 5pm.

2.12 REFERENCES: All submittals must include **with the bid** a listing of references. This listing should include a contact's name and phone number. At least three (3) of the references should be similar in size and scope of services to the requirements of this bid.

2.13 POST AWARD CONFERENCE: The selected vendor will meet with the owner's representative within 10 calendar days after notice to proceed for the purpose of providing proof of insurance, performance bonds and pre-construction walk thru.

2.14 IMPACT FEES AND PERMIT FEES:

- Contractor is responsible for all required permits and inspections and pays all fees.
- No work shall be covered and/or concealed until properly inspected and tested.

3.0 PLANS AND SPECIFICATIONS: The Kissimmee Fire Department, in conjunction with Public Works & Engineering, is bidding out a new 2,400-square-foot covered pavilion located at KFD/KPD Training Facility, 1701 Jack Calhoun Drive, Kissimmee, FL 34741. The pavilion contains a set of bathrooms with showers to allow fire personnel to better decontaminate themselves after live training. As set forth in twenty-five (25) pages of plans & specifications.

3.1 SITE CLEANUP:

1. Keep the premises in a neat, safe and orderly condition at all times during execution of this portion of the work.

2. At the end of each working day, thoroughly sweep all surfaces where refuse from work in the section has accumulated.

3. Shield and protect flooring from damage while project is in progress.

4. Contractor shall take the necessary steps to provide protection against injury to the general public, facility staff for the duration of the project.

5. Contractor is responsible for on-site debris removal; if a dumpster is required for removal of material then the Contractor must contract with Waste Management who has an exclusive contract with the City of Kissimmee.

3.2. WORKING DAYS AND HOURS:

All work shall be performed during regular business hours Monday thru Friday 7:00AM - 5:00PM unless an alternate schedule is requested and approved by Owner representative in advance. All requests for modifications in the work schedule shall be requested a minimum of 24 hours in advance.

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****
Bid IFB2024-005

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	TOTAL COST
1	**Kissimmee Fire Department Training Facility Pavilion**	**$_____**

Completion Time:_____Days

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

_____
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

_____We do not take exception to Specifications.
(initial)
_____We take exception to Specifications as follows:
(initial)

_____
_____
_____
(attach additional sheets, if necessary)

COMPANY NAME _____
COMPANY ADDRESS _____
_____

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: _____
(signature)

_____
(typed name/title of signer)

TELEPHONE NO.: (__) _____ FAX NO.: (__) _____

NOTICE

IFB2024-005

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 N Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____

Address: _____

_____

_____

Phone Number: (___)_____

Fax Number: (___)_____

Continue on Vendor List: _____ Yes _____ No
___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time

_____ Suitable, but engaged in other work

_____ Quantity too small

_____ Cannot meet required minimum

_____ Opening date does not allow sufficient time to complete

_____ Equivalent not presently available

_____ Other reasons or remarks:_____
_____
_____
_____

_____
Signature

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

Attachment A

Local Vendor Affidavit of Eligibility

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

State of Florida
County of Osceola

Before me on this _____day of _____20___, personally appeared

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

(print name of company) _____ MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE. Qualification documentation attached.

._____
Signature of Affiant

._____
Typed/Printed Name of Affiant

._____

._____
Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____day of _____20__, by

._____
(Signature of Notary Public-State of Florida)

._____
(Print, Type, or Stamp commissioned name of notary public)___personally known or ____ produced identification. Type of identification produced_____

AGREEMENT BETWEEN
CITY OF KISSIMMEE AND CONTRACTOR

THIS AGREEMENT is made this _____ day of _____ 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 [insert name of entity awarded contract], [insert address], hereinafter "Contractor", collectively hereinafter the "Parties" and each represents as follows:

WITNESSETH

WHEREAS, the City seeks a competent and qualified contractor to construct a covered pavilion at Public Safety Training Facility located at 1701 Jack Calhoun Drive, Kissimmee, Florida 34741, hereinafter the "PSTC", pursuant to the plans and specifications provided in **Exhibit A**; and

WHEREAS, the City advertised the Invitation for Bid 2024-005, hereinafter "IFB," for the Work wherein bidders submitted sealed proposals; and

WHEREAS, the City pursuant to the evaluation criteria in the IFB has determined that Contractor is qualified to provide the Work and desires to award the contract for the Work to Contractor; and

NOW THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the plans and specifications, which is attached hereto as **Exhibit A**, the IFB, which is attached hereto as **Exhibit B**, Contractor's Bid to the IFB, which is attached hereto as **Exhibit C**, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, **Exhibit A**, **Exhibit B**, and **Exhibit C**, in that order.

3. **TERM.** The "Term" of this Agreement shall begin upon execution and shall continue thereafter through the date of completion by Contractor of all its obligations (except for any provisions contained herein which are intended to survive expiration or earlier termination of this Agreement), and the City has paid the final balance due Contractor.

SAMPLE

4. **SCOPE OF WORK.** Contractor agrees to complete the construction of a two thousand four hundred (2,400) square foot covered pavilion containing a set of bathrooms with showers to allow Kissimmee Fire Department employees to better decontaminate themselves after live training at the PTSC as further described in the IFB (Exhibit B) and the plans and specifications (Exhibit A), according to the terms, conditions, and pricing further described in this Agreement, hereinafter described as the "Work."

   In providing the Work, Contractor shall:

   A. Furnish all labor, materials, and equipment necessary as indicated in the plans and specifications.
   B. Be familiar with the Work, deadlines, requirements, and other conditions under which the Work is to be completed.
   C. Coordinate work days, hours, and access to the Community Center with the Project Manager.
   D. Obtain all required permissions and inspections as applicable.
   E. Coordinate all inspections with the Project Manager.
   F. Complete any items on the punch list generated from the inspection(s) or the Project Manager.
   G. Meet with the City and/or the Project Manager as requested and as arranged by the Parties to review the Work.
   H. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the City.

   Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

   Within ten (10) days of the Effective Date of this Agreement, Contractor shall provide to the Project Manager a schedule for the Work showing production and installation timeframes ("Project Schedule"). Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

   In entering into this Agreement, Contractor represents that it now has or will secure all

SAMPLE

equipment and personnel required to perform all Work under this Agreement. Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Work pursuant to the requirements of this Agreement. Contractor shall ensure that the personnel assigned to perform the Work comply with the terms of this Agreement, have current licenses and permits required to perform the Work, and are fully qualified and capable to perform their assigned tasks. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

Contractor shall perform the Work using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

5. **PAYMENT.** Upon review and approval of Contractor's invoice and verification that products and services have been rendered in conformity with this Agreement, 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 unless allowed by the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

6. **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.

7. **GOVERNING LAW**. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

8. **NOTICE.** Any and all notices required by this agreement shall be in writing and either

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hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee	Contractor
Randall Littlefield **Construction Project Manager** **104 N. Alaska Avenue** **Kissimmee, FL 34741**	

9. **PROJECT MANAGERS**. City and 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 Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of City. If City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. City will notify Contractor, in writing, if the current City Project Manager is replaced by another individual.

   A. City's Project Manager's contact information is as follows:

   Randall Littlefield
   Construction Project Manager
   Randall.Littlefield@kissimmee.gov
   (689) 219-9471

   B. Contractor's Project Manager's contact information is as follows:

   Contractor Name
   Individual Name
   Individual's Title
   Address #1
   Address #2
   Phone #
   Email Address

10. **SUBCONTRACTORS.** All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve Contractor from the responsibility to City for the proper completion of all work to be executed under this Agreement, and Contractor shall not be released from the responsibility by any Subcontractor agreement Contractor makes with others. If applicable, Contractor shall be

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required to furnish to City, in writing, a list of names of the Subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

11. **NON-ASSIGNMENT**. Contractor shall not assign this Agreement or any portion hereof without the express written consent of the City.

12. **INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEER.** In the performance of this Agreement, Contractor 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 Contractor shall be, at all times, employees of Contractor and under its sole discretion, and not an employee or agent of City. Contractor shall provide competent employees. City may require Contractor 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.

13. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate the Agreement in whole or part by giving Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from 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 the payment of any obligation to the extent such responsibility has not been excused by breach or default of Contractor.

    Upon termination, Contractor shall bill City for all amounts not previously billed and due to Contractor at that time. Contractor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by Contractor, unless specifically approved or requested by City. 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.

14. **TERMINATION FOR CAUSE.** If the City wishes to terminate the Agreement for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then City must provide Contractor with written notice of said failure to perform. City must give ten (10) working days from Contractor's receipt of the Notice to Cure for Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If Contractor does not take appropriate action within the ten (10) day period, City may issue a Final Notice to Cure. Contractor will have an additional five (5) working days from the receipt

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of the Notice to Cure to cure or take reasonable action to commence to cure before City can terminate the Agreement. If Contractor is terminated for cause, the City may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due to Contractor; and if such cost shall exceed the balance due to Contractor, then Contractor shall pay the difference to the City.

Notwithstanding the foregoing, City may immediately terminate this Agreement, without providing Contractor with notice of default or opportunity to cure, if City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor, but without an opportunity to cure, if City determines Contractor knowingly furnished any representation, warranty or certification in connection with the solicitation of Contractor's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor if the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

15. **FORCE MAJEURE.** Shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties. Neither City nor Contractor shall be held liable or responsible to the counterparty, nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven (7) days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Agreement. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Agreement with minimal impact to City operations. City maintains the right to terminate the Agreement for convenience, negotiate with the next low bidder, or obtain the goods and/or services through a separate contract.

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16. **INSURANCE.** Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance requirement naming City of Kissimmee as additional insured. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

A) **Workers Compensation:** Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

B) **Comprehensive General Liability:** Contractor will provide such coverage with limits of not less than $3,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance must be written in an "occurrence" based format.

C) **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00 per occurrence.

D) **Umbrella Insurance:** Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00 per occurrence.

E) **Builder's Risk Insurance:** Contractor will provide Builders Risk Insurance with limits not less than the amount of Contractor's bid for the Work until the Work is finally accepted by the City.

Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. Contractor shall provide thirty (30) day prior written notification to the City in the event coverage is cancelled, modified, or nonrenewed. If any required insurance coverage is cancelled, terminated or revoked, Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

17. **INDEMNIFICATION.** The Parties agree that one percent (1%) of the total compensation paid to Contractor for the work or services under this Agreement constitutes specific consideration to Contractor for the indemnification to be provided under the Agreement. Contractor must indemnify and hold harmless, in an amount up to four million U.S. Dollars

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($4,000,000.00), which the Parties agree bears a reasonable commercial relationship to this Agreement, the City, its past/present/future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees, excepting such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees and for a statutory violation or punitive damages not caused by or resulting from the acts or omissions of Contractor or its officers, employees, agents, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph is not limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof survive the expiration or termination of this Agreement.

18. PUBLIC CONSTRUCTION BOND. Prior to commencing work, Contractor shall post a public construction bond (hereinafter the "Bond") that complies with the provisions of Section 255.05, Florida Statutes, in an amount that matches the total amount of compensation due to Contractor for completion of the Work under this Agreement, Florida Statutes, record the Bond in the Official Records of Osceola County, and provide a certified copy of the recorded Bond to the City. Alternatively, Contractor may provide an alternative form of security so long as the alternative form of security complies with Section 255.05,

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Florida Statues, and is subject to the same conditions as a performance bond under Section 255.05, Florida Statutes. The Bond shall remain in effect at least one year after the date final payment for the Work becomes due unless otherwise provided by law. The Bond shall be purchased from a company that is duly licensed or authorized by the State of Florida to issue bonds or insurance policies. If the surety on Bond is declared bankrupt, becomes insolvent, or its right to do business is terminated in the state, Contractor shall within ten (10) days thereafter substitute another Bond and surety, both of which must be acceptable to the City.

19. **TAXES.** Contractor certifies that all state and federal tax exemptions applicable to City will be applied.

20. **SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESTORE DAMAGED PROPERTY.** Contractor shall maintain a safe and secure worksite for the duration of the Work. Contractor shall maintain all areas in a neat and presentable condition. Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work and secure all equipment, tools, and related materials.

    Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, and shrubbery along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of City which is damaged by reason of Contractor's Work on or around such property.

    In case of failure on the part of Contractor to restore and/or replace such property, or to make good such damage or injury, City may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to Contractor under the Agreement. Nothing in this provision shall prevent Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by City, provided that such property has not been damaged as a result from the performance of the Work or through fault of Contractor, its employees or agents.

21. **AUTHORITY TO SUSPEND WORK.** City and/or Project Manager shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Work. Should City be prevented or enjoined from

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proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of City, Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Work will be extended to such reasonable time as City and/or Project Manager may determine and will be set forth in writing. In the event of any such suspension, Contractor shall be paid for all Work actually and timely rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work. In no event shall City be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

22. **WARRANTIES AND REPRESENTATIONS.** Contractor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. Contractor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. Contractor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement.

Contractor binds itself to use such materials and to so construct, install, deliver, and perform the Work that the Work and improvements will be and remain in good repair and condition for a period of two (2) years after the date of completion and acceptance of all Work and improvements by City, and agrees that it will repair or reconstruct said Work and improvements at its sole cost and expense necessitated within that time by any fault of materials, specifications, methods or processes employed in the construction or installation thereof, and Contractor further agrees and binds itself that said improvements for such term shall be and remain in good serviceable condition, free from any defects that will impair its usefulness and should same, at any time within said period, in the judgment of City, whose judgment shall be final and conclusive, become defective and be not in a good serviceable condition, free from any defects that will impair its usefulness by reason of any defective materials, workmanship, specifications, methods, or processes, then City shall cause to be served upon Contractor a notice in writing to repair such Work or portions thereof, or to reconstruct the same and put same in satisfactory and good condition, and Contractor shall promptly comply therewith at its sole cost and expense.

Any warranty provided by Contractor or for which Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement.

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City reserves the right should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of Contractor be discovered after the final payment has been made, to claim and recover from Contractor, by process of law, such sums as may be sufficient to make good the defects in the Work and materials.

23. **WAIVER OF LIENS.** Prior to final payment of the Agreement Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractor who participated in the Work that is the subject of this Agreement.

24. **REMEDIES.**

A) **Damages.** The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by City resultant from Contractor's failure to perform in accordance with the requirements of this Agreement.

B) **Correction of Work.** If, in the judgment of City, work provided by Contractor or does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, City reserves the right to require that Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. City is the sole judge of non-conformance and the quality of workmanship.

25. **WASTE AND HAZARDOUS MATERIAL DISPOSAL.** Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris, trash, or waste generated by the Work, including, but not limited to, any hazardous materials, all at no additional cost to City, and in accordance with federal, state, and local laws and ordinances.

26. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.

27. **HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

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28. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.

29. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

30. **RECORDS.** All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law and at minimum for five (5) years. The City reserves the right to examine and/or audit such records. This Section shall survive termination or expiration of this Agreement.

31. **CHANGES IN WORK ITEMS OR SCOPE.** City and Contractor expressly agree that no changes in materials or description of Work shall take place unless in writing and agreed upon by Contractor and City. All Change Orders must be approved by City in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by Contractor unless Contractor has received a prior written Change Order signed by an authorized representative of City, except in an emergency where there is danger to life or risk of significant damage to property. No extra costs shall be paid to the Contractor as a result of Contractor's failure to properly evaluate the extent of the rehabilitation work.

32. **GUARANTEES AND WARRANTIES.** Contractor shall guarantee to correct any work that fails to conform to this Agreement and shall correct such defects due to faulty materials, equipment, or workmanship during the Term of this Agreement. All reasonable work to be corrected shall be specified in writing by City and delivered to Contractor pursuant to the Notice Section above. The provisions of this article apply to work done by subcontractors as well as work done by Contractor.

33. **BREACH.** Failure of Contractor or City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, City has the right to terminate this Agreement in accordance with the provisions of Paragraph 14 above. In the event of any default of the

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City, except for payment which is controlled by Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, City has fifteen (15) days after written notice from Contractor to cure said default, unless City disputes satisfactory performance of services.

34. **ATTACHMENTS.** Attachments to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

35. **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.

36. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all 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, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Contractor is responsible for obtaining all necessary permits and licenses and the payment of any fees necessary for performance of this Agreement.

37. **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.

38. **PUBLIC RECORDS.** The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

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

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a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City.

c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

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

e. If the Contractor 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 Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

39. FUNDING. The obligation of City for payment to Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

40. USE OF LUMBER, TIMER, AND OTHER FOREST PRODUCTS DURING WORK. If lumber, timber, or other forest products are a component of the Work, such products are available and their price, fitness, and quality are equal to those manufactured outside the state, and no exception under Section 255.20(3)(a), then Contractor shall use lumber, timber, or other forest products that were manufactured inside the state while

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performing the Work.

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

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

    City acknowledges that Contractor may use workers outside the United States, who will not be subject to e-verification.

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

43. **FOREIGN GIFTS AND CONTRACTS.** Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

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44. **SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interest.

45. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Contractor 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, Contractor represents and certifies that Contractor 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 Contractor 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. Contractor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to the City.

46. **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.

47. **ANTITRUST VIOLATIONS; DENAIL 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

SAMPLE

public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor 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.

48. **NON-DISCRIMINATION.** Contractor 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. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees, for the period during which services are provided. Contractor further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

49. **ENTIRE AGREEMENT**. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

SIGNATURES ON FOLLOWING PAGE

SAMPLE

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

CONTRACTOR- _____.

By:_____

Title: _____

Date:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by means of ☐ physical presence or ☐ online notarization, by (*name of person*) _____ 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: _____

CITY OF KISSIMMEE

_____
Olga Gonzalez, Mayor

Date: _____

Attest:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

SAMPLE

EXHIBIT A

PLANS AND SPECIFICATIONS

SAMPLE

EXHIBIT B

IFB

SAMPLE

EXHIBIT C

CONTRACTOR'S RESPONSE TO IFB

SAMPLE

EXHIBIT C

CONTRACTOR'S RESPONSE TO IFB

MVB & ASSOCIATES, INC.
2455 Underwood Avenue, Saint Cloud, FL 34771
General Contractors-CGC1504484 Phone: (407) 578-9595

Mr. Brandon Durango
Procurement Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

RE: IFB2024-005 Kissimmee Fire Department Training Facility Pavilion

Dear Brandon,

Thank you for your letter dated June 26, 2024, informing us of our opportunity to match the price of the lowest bidder on the above referenced project, in accordance with the City of Kissimmee's Local Preference Ordinance #2798. We hereby accept the opportunity to match the low bid and agree to perform the work included in the Bid Documents for the lump sum price of $489,775.00.

We are happy to be awarded this project, and we are looking forward to working with you and the City of Kissimmee again. If there is anything else that you need from us at this time, please do not hesitate to call or email.

Sincerely,

VP

Christian Simeone
Vice President

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****
Bid IFB2024-005

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	TOTAL COST
1	**Kissimmee Fire Department Training Facility Pavilion**	$518,936.00

Completion Time: 180 **Days**

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

_____ VP
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

CS We do not take exception to Specifications.
(initial)

_____ We take exception to Specifications as follows:
(initial)

_____

_____

_____

(attach additional sheets, if necessary)

COMPANY NAME MVB & Associates, Inc.
COMPANY ADDRESS 2455 Underwood Avenue
St. Cloud, FL 34771

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ VP DATE: 24-June-2024
(signature)
Christian Simeone, V.P.
(typed name/title of signer)

TELEPHONE NO.: (___) (407) 578-9595 FAX NO.: (___) _____

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Vendor's Signature

Attachment A

Local Vendor Affidavit of Eligibility

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

State of Florida
County of Osceola

Before me on this 24 **day of** June **20**24**, personally appeared**

(print name) Christian Simeone, V.P. **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) MVB & Associates, Inc. **MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE. Qualification documentation attached.**

VP

Signature of Affiant

Christian Simeone, V.P.

Typed/Printed Name of Affiant

2455 Underwood Avenue

St. Cloud, FL 34771

Address of Affiant

State of Florida
County of Osceola

Sworn to (or affirmed) and subscribed before me this 24 **day of** June **20**24**, by**

(Signature of Notary Public-State of Florida)

Kyle Scholl

(Print, Type, or Stamp commissioned name of notary public) x **personally known or** ____ **produced identification. Type of identification produced**_____

Kyle H. Scholl
Notary Public
State of Florida
Comm# HH112460
Expires 3/31/2025

CITY OF
KISSIMMEE
1883

June 13, 2024

Addendum No. 1

Project: Kissimmee Fire Department Training Facility Pavilion
Bid No: IFB2024-005

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

Question 1: Will building be straight block?

Answer: The block is straight block, not split face, and there are 8" x 8" x 16" block and 8" x 4" wide x 16" block.

Question 2: Is there a budget for the project?

Answer: The allocated budget for the project is $300,000.

Question 3: Will there be people on site all the time?

Answer: Yes, there will be people on site throughout normal working hours, Monday through Friday. Accommodation for Saturday and Sunday presence can be arranged if deemed necessary.

Question 4: General Contractors responsible for rigging the transformer?

Answer: Yes, the general contractor is responsible for rigging the transformer, in accordance with Kissimmee Utility Authority (KUA) standards. It is imperative KUA is contacted before any digging or connections are made.

Question 5: Need dimensions for the conduit.

Answer: The conduit and wire run from the transformer to the building is 315'. See attached partial site plan. The crossing under the road will be done with jack and bore. Provide a unit price per linear foot for the wire and conduit. The final cost for the conduit and wire will be adjusted to the actual distance of the run.

Question 6: Will the City or Contractor be responsible for consumption cost of electric and water?

Answer: The city will be responsible for covering the consumption costs of electric and water and this encompasses any relevant impact fees.

Question 7: Who's running wire from transformer to building?

Answer: The contractor will run the wire and conduit from the transformer to the building.

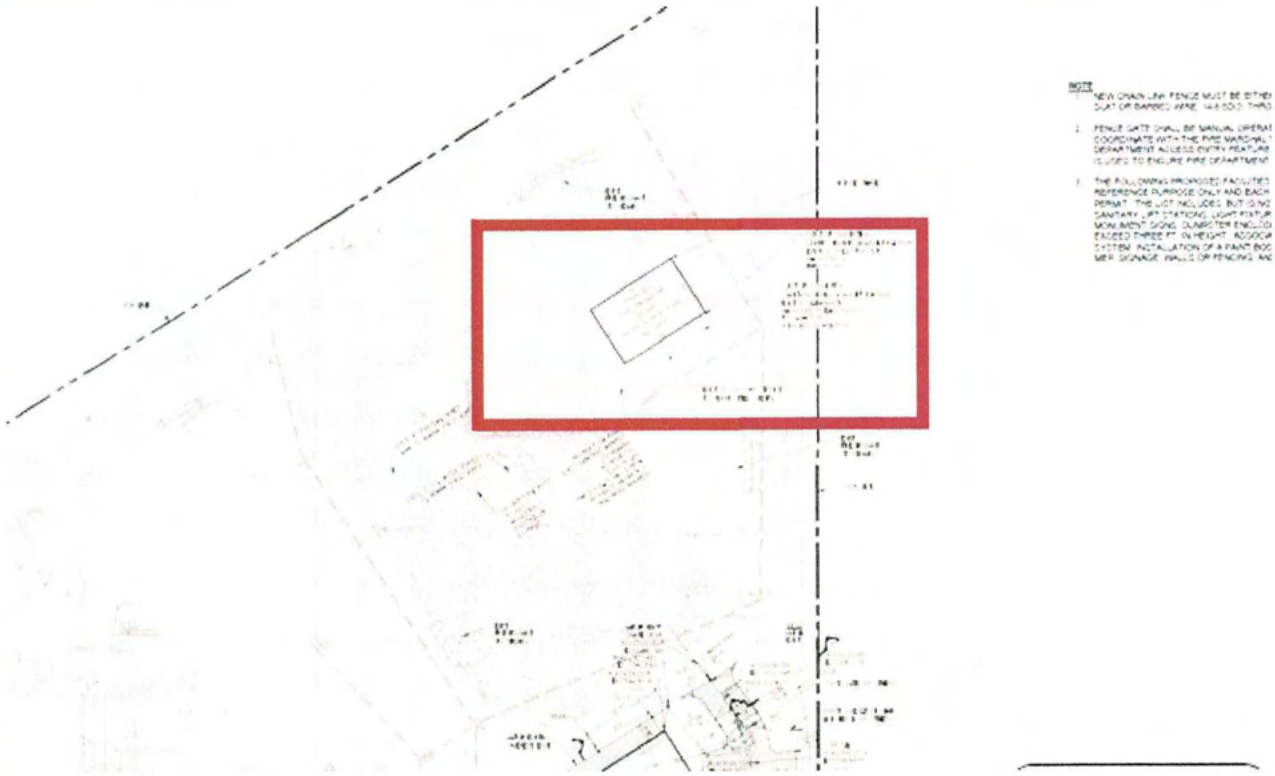
Question 8: Is there a timeline to have this project completed by?

Answer: Upon the issuance of NTP (Notice to Proceed), there is a timeline of 180 days allocated for the completion of the project.

Question 9: Can you confirm if the scope of work as clouded on the civil plans are included in this bid proposal?



Answer: Below is the designated area of work. The location you marked will be the future site of the KPD Evidence and Storage building. Not part of this bid package.



A. ACKNOWLEDGMENT OF ADDENDA:

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

Brandon Durango
Procurement Manager

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

_____ VP
(Signature)

COMPANY NAME MVB & Associates, Inc.

COMPANY ADDRESS 2455 Underwood Avenue, St. Cloud, FL 34771

BY: _____ VP DATE: 24-June-2024
(signature)

Christian Simeone, V.P. EMAIL: Christian@MVBGC.com
(typed name/title of signer)

MVB & ASSOCIATES, INC.
2455 Underwood Avenue, Saint Cloud, FL 34771
General Contractors-CGC1504484 Phone: (407) 578-9595

REFERENCES & SIMILAR PROJECTS

Similar Project

Client/Owner Name:	VOLUSIA COUNTY
Client/Owner Address:	110 West Rich Avenue, DeLand, FL 32720
Project Number:	21-B-118KW
Contact Person:	Lisa Peterson
Contact Phone:	(386) 736-5955
Contact E-mail:	CDBG@Volusia.org
Project Name & Dates:	ARC Renovation & Pavilion – July 2022
Project Contract Amount:	$93,849
Description of Services:	This federally funded, CDBG project required the following: strip grass, regrade, construction new concrete sidewalk & concrete slab for installation of new 20'x30' steel frame outdoor pavilion manufactured by RCP Shelters. Scope also required modifications to existing masonry walls for installation of new ADA door.

Similar Project

Client/Owner Name:	Orange County
Client/Owner Address:	400 East South Street, Orlando, FL 32801
Contact Person:	Jannice Pastrana
Contact Phone:	(407) 405-0007
Contact E-mail:	Jannice.Pastrana@OCFL.net
Project Name & Dates:	Silver Star Pavilion – 2019
Project Contract Amount:	$89,936
Description of Services:	Install new 20' x 20' RCP Pavilion w/concrete slab, footings, and sidewalks at Silver Star Park.

Similar Project

Client/Owner Name:	CITY OF ST. CLOUD
Client/Owner Address:	1300 9th Street, Bldg A, St. Cloud, FL 34769
Contact Person:	Mr. Kevin Felblinger
Contact Phone:	(407) 957-7353
Contact E-mail:	KFelblinger@StCloud.org
Agreement Dates:	May 2017 – April 2018
Contract Amount:	+/- $539,118 – Civil/Site Work – Fire Station #33
Description of Services:	Site Work Package for construction of new Fire Station including new storm water system and retention pond, concrete driveway and sidewalks, and asphalt paving.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/01/2023

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	CONTACT NAME: Misty Rojo	
The Hilb Group of Florida 5850 TG Lee Boulevard Suite 340 Orlando FL 32822	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: mrojo@hilbgroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Southern-Owners Insurance Co	10190
INSURED MVB & Associates Inc 2455 Underwood Ave Saint Cloud FL 34771-7868	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL238199785 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			72243915	07/20/2023	07/20/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			72243915	07/20/2023	07/20/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5043598100	07/20/2023	07/20/2024	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A106601248	07/20/2023	07/20/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

FOR INFORMATION PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BRUCE VICKERS, TAX COLLECTOR

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

EXPIRATION
SEPTEMBER 30, 2024

ACCOUNT NO.
107701

2024

BUSINESS TYPE:
6180 GENERAL CONTR (DBPR/CMPCRD)

09/28/2023
Oper LG
Till 1414
Paid 30.00
Rcpt.#141403162

111702

TRANSFER	**0.00**
ORIGINAL TAX	**30.00**
AMOUNT	**0.00**
PENALTY	**0.00**
COLLECTION COST	**0.00**
TOTAL	**30.00**

BUSINESS:

MVB & Associates Inc.
2455 Underwood Ave
St Cloud, FL 34771

Location:
OSCEOLA COUNTY

Bruce E. Vickers

BRUCE VICKERS CFC, TAX COLLECTOR
P.O. BOX 422105, KISSIMMEE FL 34742-2105
407-742-4000

THIS RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING, HEALTH, AND ANY OTHER LAWFUL AUTHORITY.

THIS LOCAL BUSINESS TAX RECEIPT IS FURNISHED PURSUANT TO CHAPTER 205 LAWS OF FLORIDA AND OSCEOLA COUNTY ORDINANCE 95-10, AS AMENDED

The law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to State Law, all Local Business Tax Receipts shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax Receipt for the delinquent establishment. A 25% penalty shall be imposed on any person engaged in any new business, occupation or profession without first obtaining an Osceola County Local Business Tax Receipt. PLUS: if delinquent more than 150 days, subject to civil actions and penalties, and a penalty of up to $250.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county, or cities, nor does it exempt the licensee from any other license or permits that may be required by law.

This form becomes a receipt when validated by the Tax Collector. Note: Display in accordance with the county ordinance. Local Business Tax Receipts are subject to change according to law.

MVB & Associates Inc.
2455 Underwood Ave
St Cloud, FL 34771

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 16, 2024
Secretary of State
5726331918CC

DOCUMENT# K56272

Entity Name: MVB & ASSOCIATES, INC.

Current Principal Place of Business:

2455 UNDERWOOD AVENUE
SAINT CLOUD, FL 34771

Current Mailing Address:

2455 UNDERWOOD AVENUE
SAINT CLOUD, FL 34771 US

FEI Number: 59-2935218

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SIMEONE, KAREN
2455 UNDERWOOD AVENUE
SAINT CLOUD, FL 34771 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: KAREN SIMEONE 04/16/2024
Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PSTD
Name	SIMEONE, KAREN A
Address	10429 HART BRANCH CIRC
City-State-Zip:	ORLANDO FL 32832

Title	VPD
Name	SIMEONE, CHRISTIAN J
Address	6565 HAZELTINE NATIONAL DR, SUITE 12
City-State-Zip:	ORLANDO FL 32822

Title	D
Name	SCHOLL, KYLE H
Address	2455 UNDERWOOD AVENUE
City-State-Zip:	SAINT CLOUD FL 34771

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: KAREN SIMEONE PRESIDENT 04/16/2024
Electronic Signature of Signing Officer/Director Detail — Date

State of Florida
Department of State

I certify from the records of this office that MVB & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on January 6, 1989.

The document number of this corporation is K56272.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on April 13, 2017, 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 Twenty-fifth day of February, 2018

Ken Detzner

Secretary of State

Tracking Number: CU9916333012

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

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SIMEONE, CARMEN RANDOLPH

MVB & ASSOCIATES INC
10429 HART BRANCH CIRCLE
SUITE 12
ORLANDO FL 32832

LICENSE NUMBER: CGC1504484

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.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

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

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals: see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2455 UNDERWOOD AVENUE

Requester's name and address (optional)

6 City, state, and ZIP code
SAINT CLOUD, FLORIDA 34771-7868

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
5	9	-	2	9	3	5	2	1	8

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 for Part II, later.

Sign Here Signature of U.S. person ▶ Karen Simone Date ▶ 8 Aug 2023

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ITEM 7.H
Bermuda Estates Drainage Improvement Project

Request

Approval of Change Order No. 1 to amend the current contract price for Kimley-Horn and Associates, Inc. (KHA) contract number 20230229 by $10,685 for the completion of additional work needed to complete the design due to additional issues that needed to be addressed.

Explanation

The residents of Bermuda Estates have severe drainage issues, which are resulting in repeated flooding. On August 3, 2024, the City Commission approved Task Work Order No. 1 to Kimley-Horn and Associates, Inc. (KHA) to analyze and provide a design solution for the Bermuda Estates Drainage Improvement Project for $90,536.81.

A change order for additional stormwater modeling services are associated with the closed drainage system along the back property line for Bermuda Estates lots 82 through 87, which includes inlets and a stormwater pipe system to address the backyard flooding. This amendment includes project coordination and drainage design to address the final design comments. The additional work will increase the purchase order for $10,685.

A budget transfer is needed to add funds to the Bermuda Estate Drainage Project for the change order.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945206-506393 40945206-506393	SW2315 SW2025	Decrease Increase	$10,685 $10,685	

Financial Summary:

Adequate funds will be available in the Bermuda Drainage Project after the transfer from project SW2315 to cover the shortfall.

Recommendation

Approval of Change Order No. 1 to amend the current contract price by $10,685 for the completion of additional work needed to complete the design due to additional issues that needed to be addressed.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Kimley Horn - Task Proposal
2. WO#1 - CO #1 _Bermuda Estate Project

Kimley»Horn

TASK WORK ORDER #1 – AMENDMENT #1

May 15, 2024

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Kissimmee (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Engineering Services dated July 6, 2021, which is incorporated herein by reference.

Identification of Project:

Project: Bermuda Estates Subdivision – Additional Stormwater Modeling Services

Client: City of Kissimmee

Project Understanding:

This Task Work Order (TWO) Amendment identifies the cope, schedule, and fee for the additional engineering services associated with the closed drainage system along the back property line for Bermuda Estates lots 82 through 87 that include inlets and stormwater pipe system to address the backyard flooding. Kimley-Horn will provide engineering services associated with the design for the drainage system. This TWO Amendment includes project coordination and drainage design.

Specific Scope of Basic Services:

Task 1 – Stormwater Modeling and Comment Responses
Kimley-Horn will update the storm sewer model and provide responses to address comments received from the City.

Task 2 – Coordination
Kimley-Horn will coordinate with the City and Greenman-Pendersen, Inc (GPI) on any storm sewer design changes needed to address comments received.

Schedule:

Tasks 1 and 2 will be completed with 30 calendar days of notice to proceed.

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Method of Compensation:

Kimley-Horn will perform the services in Tasks 1 and 2 for a lump sum fee of $10,685.00.

Task	Fee
Task 1: Stormwater Modeling and Comment Response	$8,235.00
Task 2: Coordination	$2,450.00

Lump sum and limiting amount fees will be invoiced monthly based upon the overall percentage of services performed.

ACCEPTED:

CITY OF KISSIMMEE, FLORIDA

BY:_____

TITLE:_____

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY:_____
Hao T. Chau, PE

TITLE: Vice President

DATE: 5/15/2024

Kimley»Horn

May 15, 2024

KIMLEY-HORN AND ASSOCIATES, INC.

Project: TWO #1 Amendment #1 - Bermuda Estates Subdivision – Drainage Improvements

Client: City of Kissimmee

Summary of Fees

Project: TWO #1 Amendment #1 - Bermuda Estates Subdivision – Drainage Improvements	Lump Sum	Limiting Amount
1. Stormwater Modeling and Comment Responses	$ 8,235.00	
2. Coordination	$ 2,450.00	
TOTAL LABOR FEES:	**$ 10,685.00**	**$ -**

Kimley»Horn

Consultant Name: **Kimley-Horn and Associates, Inc.**

Work Effort and Fee Estimate Table

Project: TWO #1 Amendment #1 - Bermuda Estates Subdivision – Drainage Improvements

	Senior Engineer		Professional		Analyst		Senior CADD Operator		Secretary/Clerical		task totals	
Task	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate
		$ 255.00		$ 160.00		$ 125.00		$ 145.00		$ 90.00		
1. Stormwater Modeling and Comment Responses	8	$ 2,040.00	27	$ 4,320.00	15	$ 1,875.00		$ -		$ -	50	$ 8,235.00
2. Coordination	2	$ 510.00	9	$ 1,440.00	4	$ 500.00		$ -		$ -	15	$ 2,450.00
Total Billable Labor											**65**	**$ 10,685.00**

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:1 Change Order #1
Purchase Order #: 21002222

6/3/2024

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to **Kimley-Horn and Associates, Inc. (Kimley-Horn)** with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:
Additional stormwater modeling services are associated with the closed drainage system along the back property line for Bermuda Estates lots 82 through 87, which includes inlets and a stormwater pipe system to address the backyard flooding. This amendment includes project coordination and drainage design to address the EnerGov comments.

FORM OF COMPLETED DELIVERABLES:
Kimley-Horn will update the storm model and provide responses to address comments received from the City. They will coordinate with the City and Greenman-Pendersen, Inc (GPI) on any storm design changes needed to address comments received.

BASIS OF PAYMENT: Services shall be made on the basis of **Lump Sum** method in accordance with the Scope of Services, the total not to exceed **$ 10,685.00** without further authorization from the City of Kissimmee.

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

TASK	FEE
1) Stormwater Modeling and Comment Response	$8,235.00
2) Coordination	$2,450.00
Contract Dollars:	$90,536.81
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$10,685.00
CONTRACT TOTAL DOLLARS:	$101,221.81

Accepted By: Hao Chau (Signature)

Title/Position: Vice President

Requested By: Nagel Altrui (Signature)

Approved By: _____ (Signature)
Engineer Manager

Approved By: Ashley L Willis (Signature)
Director, PW&E

City Commission Approval Date: 8/3/2021 (If Required)

ITEM 7.I
Construction Services for the Chambers Park Community Center Renovation

Request

Approval to award construction services agreement (contract #20240461) for the Chambers Park Community Center Renovation project to FSV Construction Company in the amount of $222,367.

Explanation

The Public Works & Engineering Department, in collaboration with the Procurement division, issued a public bid (IFB2024-003) for the Chambers Park Community Center Renovation. The project will renovate the lobby and restroom areas of the center in order to provide external restroom access to citizens using the park, eliminating the need for the standalone restroom building and improving building access and safety.

The bid was advertised on May 19, 2024, through Orlando Sentinel, Demand Star, and Vendor Link. We received six bids, including one submission from a vendor eligible for local preference. The sealed bid opening took place on June 14, 2024, resulting in FSV Construction Company submitting the lowest qualified bid in the amount of $222,367.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15050106-506292	CHAMBERSAA	Decrease	$465,520	$222,367

Financial Summary:

Funds for this project are available in the CHAMBERSAA account.

Recommendation

Approval to award construction services agreement for the Chambers Park Community Center Renovation project to FSV Construction Company in the amount of $222,367.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Chambers Park Community Center Renovation Contract

AGREEMENT BETWEEN
CITY OF KISSIMMEE AND CONTRACTOR

THIS AGREEMENT is made this _____ day of _____ 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 FSV Construction Company, 8163 NW 60th Street, Miami, FL 33166, hereinafter "Contractor", collectively hereinafter the "Parties" and each represents as follows:

WITNESSETH

WHEREAS, the City seeks a competent and qualified contractor to complete renovations to the Chamber Park Community Center located at 2380 Smith Street, Kissimmee, Florida 34744 pursuant to the plans and specifications provided in Exhibit A, hereinafter the "Work"; and

WHEREAS, the City advertised the City advertised Invitation for Bid 2024-003, hereinafter "IFB," for the Work wherein bidders submitted sealed proposals; and

WHEREAS, the City pursuant to the evaluation criteria in the IFB has determined that Contractor is qualified to provide the Work and desires to award the contract for the Work to Contractor; and

NOW THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the plans and specifications, which is attached hereto as Exhibit A, the IFB, which is attached hereto as Exhibit B, Contractor's Bid to the IFB, which is attached hereto as Exhibit C, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit A, Exhibit B, and Exhibit C, in that order.

3. **TERM.** The "Term" of this Agreement shall begin upon execution and shall continue thereafter through the date of completion by Contractor of all its obligations (except for any provisions contained herein which are intended to survive expiration or earlier termination of this Agreement), and the City has paid the final balance due Contractor.

4. **SCOPE OF WORK.** Contractor agrees to complete renovations to the Chamber Park

Community Center located at 2380 Smith Street, Kissimmee, Florida 34744, hereinafter "Community Center," as further described in the IFB according to Exhibit A, the plans and specifications, according to the terms, conditions, and pricing further described in this Agreement.

In providing the Work, Contractor shall:

A. Furnish all labor, materials, and equipment necessary as indicated in the plans and specifications.
B. Be familiar with the Work, deadlines, requirements, and other conditions under which the Work is to be completed.
C. Coordinate work days, hours, and access to the Community Center with the Project Manager.
D. Obtain all required permissions and inspections as applicable.
E. Coordinate all inspections with the Project Manager.
F. Complete any items on the punch list generated from the inspection(s) or the Project Manager.
G. Meet with the City and/or the Project Manager as requested and as arranged by the Parties to review the Work.
H. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the City.

Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

Within ten (10) days of the Effective Date of this Agreement, Contractor shall provide to the Project Manager a schedule for the Work showing production and installation timeframes ("Project Schedule"). Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

In entering into this Agreement, Contractor represents that it now has or will secure all equipment and personnel required to perform all Work under this Agreement. Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely

delivery of the Work pursuant to the requirements of this Agreement. Contractor shall ensure that the personnel assigned to perform the Work comply with the terms of this Agreement, have current licenses and permits required to perform the Work, and are fully qualified and capable to perform their assigned tasks. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

Contractor shall perform the Work using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

5. **PAYMENT.** Upon review and approval of Contractor's invoice and verification that products and services have been rendered in conformity with this Agreement, 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 unless allowed by the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

6. **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.

7. **GOVERNING LAW**. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

8. **NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee R. J. Littlefield Public Works & Engineering 104 N. Alaska Ave. Kissimmee, Florida 34741	Contractor Andres Sanchez President FSV Construction Company 8163 NW 60th Street Miami, FL 33166

9. **PROJECT MANAGERS**. City and 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 Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of City. If City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. City will notify Contractor, in writing, if the current City Project Manager is replaced by another individual.

   A. City's Project Manager's contact information is as follows:
   R. J. Littlefield
   Construction Project Manager
   Public Works & Engineering
   City of Kissimmee
   104 N. Alaska Ave.
   Kissimmee, Florida 34741
   randall.littlefield@kissimmee.gov

   B. Contractor's Project Manager's contact information is as follows:

   Contractor Name: FSV Construction Company
   Individual Name
   Individual's Title
   Address #1: 8163 NW 60th Street, Miami, FL 33166
   Address #2
   Phone #
   Email Address

10. **SUBCONTRACTORS.** All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve Contractor from the responsibility to City for the proper completion of all work to be executed under this Agreement, and Contractor shall not be released from the responsibility by any Subcontractor agreement Contractor makes with others. If applicable, Contractor shall be

required to furnish to City, in writing, a list of names of the Subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

11. **NON-ASSIGNMENT**. Contractor shall not assign this Agreement or any portion hereof without the express written consent of the City.

12. **INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEER.** In the performance of this Agreement, Contractor 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 Contractor shall be, at all times, employees of Contractor and under its sole discretion, and not an employee or agent of City. Contractor shall provide competent employees. City may require Contractor 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.

13. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate the Agreement in whole or part by giving Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from 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 the payment of any obligation to the extent such responsibility has not been excused by breach or default of Contractor.

    Upon termination, Contractor shall bill City for all amounts not previously billed and due to Contractor at that time. Contractor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by Contractor, unless specifically approved or requested by City. 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.

14. **TERMINATION FOR CAUSE.** If the City wishes to terminate the Agreement for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then City must provide Contractor with written notice of said failure to perform. City must give ten (10) working days from Contractor's receipt of the Notice to Cure for Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If Contractor does not take appropriate action within the ten (10) day period, City may issue a Final Notice to Cure. Contractor will have an additional five (5) working days from the receipt

of the Notice to Cure to cure or take reasonable action to commence to cure before City can terminate the Agreement. If Contractor is terminated for cause, the City may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due to Contractor; and if such cost shall exceed the balance due to Contractor, then Contractor shall pay the difference to the City.

Notwithstanding the foregoing, City may immediately terminate this Agreement, without providing Contractor with notice of default or opportunity to cure, if City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor, but without an opportunity to cure, if City determines Contractor knowingly furnished any representation, warranty or certification in connection with the solicitation of Contractor's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor if the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

15. **FORCE MAJEURE.** Shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties. Neither City nor Contractor shall be held liable or responsible to the counterparty, nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven (7) days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Agreement. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Agreement with minimal impact to City operations. City maintains the right to terminate the Agreement for convenience, negotiate with the next low bidder, or obtain the goods and/or services through a separate contract.

16. **INSURANCE.** Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance requirement naming City of Kissimmee as additional insured. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

A) **Workers Compensation:** Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

B) **Comprehensive General Liability:** Contractor will provide such coverage with limits of not less than $3,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance must be written in an "occurrence" based format.

C) **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00 per occurrence.

D) **Umbrella Insurance:** Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00 per occurrence.

E) **Builder's Risk Insurance:** Contractor will provide Builders Risk Insurance with limits not less than the amount of Contractor's bid for the Work until the Work is finally accepted by the City.

Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. Contractor shall provide thirty (30) day prior written notification to the City in the event coverage is cancelled, modified, or nonrenewed. If any required insurance coverage is cancelled, terminated or revoked, Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

17. **INDEMNIFICATION.** The Parties agree that one percent (1%) of the total compensation paid to Contractor for the work or services under this Agreement constitutes specific consideration to Contractor for the indemnification to be provided under the Agreement. Contractor must indemnify and hold harmless, in an amount up to

four million U.S. Dollars ($4,000,000.00), which the Parties agree bears a reasonable commercial relationship to this Agreement, the City, its past/present/future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees, excepting such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees and for a statutory violation or punitive damages not caused by or resulting from the acts or omissions of Contractor or its officers, employees, agents, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph is not limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof survive the expiration or termination of this Agreement.

18. **PUBLIC CONSTRUCTION BOND.** Prior to commencing work, Contractor shall post a public construction bond (hereinafter the "Bond") that complies with the provisions of Section 255.05, Florida Statutes, in an amount that matches the total amount of compensation due to Contractor for completion of the Work under this Agreement, Florida Statutes, record the Bond in the Official Records of Osceola County, and provide

a certified copy of the recorded Bond to the City. The Bond shall remain in effect at least one year after the date final payment for the Work becomes due unless otherwise provided by law. The Bond shall be purchased from a company that is duly licensed or authorized by the State of Florida to issue bonds or insurance policies. If the surety on Bond is declared bankrupt, becomes insolvent, or its right to do business is terminated in the state, Contractor shall within ten (10) days thereafter substitute another Bond and surety, both of which must be acceptable to the City. Alternatively, Contractor may provide an alternative form of security so long as the alternative form of security complies with Section 255.05, Florida Statues, and is subject to the same conditions as a performance bond under Section 255.05, Florida Statutes.

19. **TAXES.** Contractor certifies that all state and federal tax exemptions applicable to City will be applied.

20. **SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESPORE DAMAGED PROPERTY.** Contractor shall maintain a safe and secure worksite for the duration of the Work. Contractor shall maintain all areas in a neat and presentable condition. Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work and secure all equipment, tools, and related materials.

    Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, and shrubbery along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of City which is damaged by reason of Contractor's Work on or around such property.

    In case of failure on the part of Contractor to restore and/or replace such property, or to make good such damage or injury, City may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to Contractor under the Agreement. Nothing in this provision shall prevent Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by City, provided that such property has not been damaged as a result from the performance of the Work or through fault of Contractor, its employees or agents.

21. **AUTHORITY TO SUSPEND WORK.** City and/or Project Manager shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be

deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Work. Should City be prevented or enjoined from proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of City, Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Work will be extended to such reasonable time as City and/or Project Manager may determine and will be set forth in writing. In the event of any such suspension, Contractor shall be paid for all Work actually and timely rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work. In no event shall City be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

22. **WARRANTIES AND REPRESENTATIONS.** Contractor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. Contractor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. Contractor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement.

Contractor binds itself to use such materials and to so construct, install, deliver, and perform the Work that the Work and improvements will be and remain in good repair and condition for a period of two (2) years after the date of completion and acceptance of all Work and improvements by City, and agrees that it will repair or reconstruct said Work and improvements at its sole cost and expense necessitated within that time by any fault of materials, specifications, methods or processes employed in the construction or installation thereof, and Contractor further agrees and binds itself that said improvements for such term shall be and remain in good serviceable condition, free from any defects that will impair its usefulness and should same, at any time within said period, in the judgment of City, whose judgment shall be final and conclusive, become defective and be not in a good serviceable condition, free from any defects that will impair its usefulness by reason of any defective materials, workmanship, specifications, methods, or processes, then City shall cause to be served upon Contractor a notice in writing to repair such Work or portions thereof, or to reconstruct the same and put same in satisfactory and good condition, and Contractor shall promptly comply therewith at its sole cost and expense.

Any warranty provided by Contractor or for which Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement.

City reserves the right should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of Contractor be discovered after the final payment has been made, to claim and recover from Contractor, by process of law, such sums as may be sufficient to make good the defects in the Work and materials.

23. WAIVER OF LIENS. Prior to final payment of the Agreement Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractor who participated in the Work that is the subject of this Agreement.

24. REMEDIES.

A) Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by City resultant from Contractor's failure to perform in accordance with the requirements of this Agreement.

B) Correction of Work. If, in the judgment of City, work provided by Contractoror does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, City reserves the right to require that Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. City is the sole judge of non-conformance and the quality of workmanship.

25. WASTE AND HAZARDOUS MATERIAL DISPOSAL. Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris, trash, or waste generated by the Work, including, but not limited to, any hazardous materials, all at no additional cost to City, and in accordance with federal, state, and local laws and ordinances.

26. WAIVER. No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.

27. **HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

28. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.

29. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

30. **RECORDS.** All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law and at minimum for five (5) years. The City reserves the right to examine and/or audit such records. This Section shall survive termination or expiration of this Agreement.

31. **CHANGES IN WORK ITEMS OR SCOPE.** City and Contractor expressly agree that no changes in materials or description of Work shall take place unless in writing and agreed upon by Contractor and City. All Change Orders must be approved by City in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by Contractor unless Contractor has received a prior written Change Order signed by an authorized representative of City, except in an emergency where there is danger to life or risk of significant damage to property. No extra costs shall be paid to the Contractor as a result of Contractor's failure to properly evaluate the extent of the rehabilitation work.

32. **GUARANTEES AND WARRANTIES.** Contractor shall guarantee to correct any work that fails to conform to this Agreement and shall correct such defects due to faulty materials, equipment, or workmanship during the Term of this Agreement. All reasonable work to be corrected shall be specified in writing by City and delivered to Contractor pursuant to the Notice Section above. The provisions of this article apply to work done by subcontractors as well as work done by Contractor.

33. **BREACH.** Failure of Contractor or City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, City has the right to terminate this Agreement in accordance with the provisions of Paragraph 14 above. In the event of any default of the City, except for payment which is controlled by Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, City has fifteen (15) days after written notice from Contractor to cure said default, unless City disputes satisfactory performance of services.

34. **ATTACHMENTS.** Attachments to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

35. **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.

36. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all 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, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Contractor is responsible for obtaining all necessary permits and licenses and the payment of any fees necessary for performance of this Agreement.

37. **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.

38. **PUBLIC RECORDS.** The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to

this Contract, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City.

c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

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

e. If the Contractor 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 Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

39. FUNDING. The obligation of City for payment to Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

40. USE OF LUMBER, TIMER, AND OTHER FOREST PRODUCTS DURING

WORK. If lumber, timber, or other forest products are a component of the Work, such products are available and their price, fitness, and quality are equal to those manufactured outside the state, and no exception under Section 255.20(3)(a), then Contractor shall use lumber, timber, or other forest products that were manufactured inside the state while performing the Work.

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

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

    City acknowledges that Contractor may use workers outside the United States, who will not be subject to e-verification.

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

choose to terminate the Agreement at its sole discretion.

43. **FOREIGN GIFTS AND CONTRACTS.** Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

44. **SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interest.

45. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Contractor 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, Contractor represents and certifies that Contractor 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 Contractor 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. Contractor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to the City.

46. **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.

47. **ANTITRUST VIOLATIONS; DENAIL 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, Contractor 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.

48. **NON-DISCRIMINATION.** Contractor 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. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees, for the period during which services are provided. Contractor further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

49. **ENTIRE AGREEMENT**. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

SIGNATURES ON FOLLOWING PAGE

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

CONTRACTOR- FSV Construction Company

By: _____

Title: President

Date: 07/10/2024

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10 day of July, 2024, by means of ☑ physical presence or ☐ online notarization, by Andres Sanchez as President for FSV Construction Company, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Daniel Sanchez
My Commission HH 064637
Expires 11/17/2024

Notary: _____
Print Name: Daniel Sanchez
My Commission Expires: 11/17/2024

CITY OF KISSIMMEE

_____
Olga Gonzalez, Mayor

Date: _____

Attest:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

EXHIBIT A

PLANS AND SPECIFICATIONS

SITE CONSTRUCTION PLANS
FOR
CHAMBERS PARK COMMUNITY CENTER RENOVATION PROJECT
CITY OF KISSIMMEE, FLORIDA

LEGAL DESCRIPTION

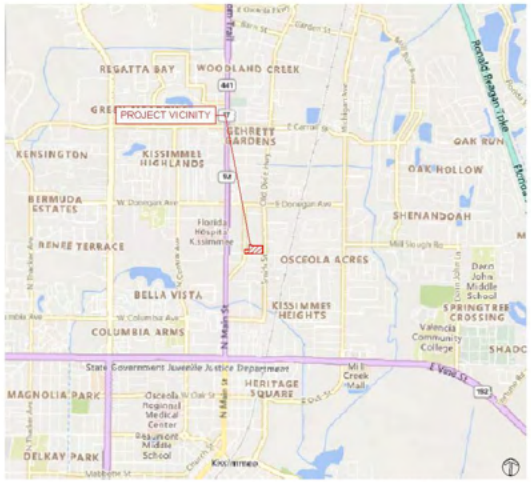
(AS RECORDED IN OFFICIAL RECORDS BOOK 425, PAGE 586, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA)

BEGIN AT THE NORTHEAST CORNER OF BENITA PARK, AS RECORDED IN PLAT BOOK 2, PAGE 59, OF THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 89 DEGREES 43 MINUTES, 25 SECONDS WEST 627.05 FEET; THENCE RUN NORTH 132.32 FEET; THENCE RUN SOUTH 89 DEGREES, 37 MINUTES, EAST 160 FEET; THENCE NORTH 160.0 FEET; THENCE RUN SOUTH 89 DEGREES 37 MINUTES EAST 472 FEET; THENCE RUN SOUTH 26.58 FEET; THENCE RUN SOUTH 89 DEGREES, 37 MINUTES EAST 306.05 FEET*; THENCE RUN S00 DEGREES 12 MINUTES 53 SECONDS WEST** 264.14 FEET, TO THE POINT OF BEGINNING.

*IT IS THIS SURVEYOR'S OPINION THAT THIS FIGURE REPRESENTS AN APPARENT SURVEYOR'S ERROR, AND IS INTENDED TO BE "586.05 FEET"
**IT IS THIS SURVEYOR'S OPINION THAT THIS FIGURE REPRESENTS AN APPARENT SURVEYOR'S ERROR, AND IS INTENDED TO BE "SOUTH 00 DEGREES 12 MINUTES 53 SECONDS WEST"

PROJECT TEAM

OWNER:	CIVIL ENGINEER:
CITY OF KISSIMMEE 104 ALASKA AVE KISSIMMEE, FL 34742 PHONE: 407-518-2515 CONTACT: RANDALL LITTLEFIELD	KPM FRANKLIN, INC. 6300 HAZELTINE NATIONAL DR, STE. 118 ORLANDO, FL 32822 PHONE: 407-410-9624 CONTACT: DOMINIC MCFALL, P.E.
ARCHITECT:	SURVEYOR:
BUMPUS AND ASSOCIATES, INC. 603 FRONT STREET CELEBRATION, FL 34747 PHONE: 407-566-0200 CONTACT: DANNY BUMPUS	KPM FRANKLIN, INC. 222 CHURCH ST PHONE: 407-648-1216 CONTACT: MITCHEL HALL
LANDSCAPE ARCHITECT:	IRRIGATION DESIGNER:
ARCHITECT NAME ARCHITECT ADDRESS PHONE: NUMBER CONTACT: NAME	IRRIGATION CO. NAME IRRIGATION CO. ADDRESS PHONE: NUMBER CONTACT: NAME



LOCATION / VICINITY MAP
SCALE: 1" = 2000'



AERIAL MAP
SCALE: 1" = 500'

SHEET INDEX

SHEET	TITLE	REV	DATE
C0.0	COVER SHEET		
V1.0	BOUNDARY & TOPOGRAPHIC SURVEY		
C0.1	GENERAL NOTES		
C0.2	DEMOLITION & EROSION CONTROL PLAN		
C1.0	OVERALL SITE PLAN		
C2.0	PAVING, GRADING AND DRAINAGE PLAN		
C3.0	GENERAL DETAILS		

PREPARED FOR:
CITY OF KISSIMMEE 1883

PREPARED BY:
KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
6300 HAZELTINE NATIONAL DR, STE. 118 ORLANDO, FL 32822

KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
6300 HAZELTINE NATIONAL DR, STE. 118 ORLANDO, FL 32822
PHONE (407)410-9624 C.O.A. 32669

100% DESIGN SET

COVER SHEET
CHAMBERS PARK COMMUNITY CENTER RENOVATION PROJECT

CAUTION
0 1/2 1
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

NOT VALID WITHOUT SEAL
DATE

JOB NO.	23-0196.001
DESIGN	DAM
DRAWN	DAM
APPROVED	DAM
SHEET NO.	C0.0

GENERAL CONSTRUCTION NOTES:

1. ALL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS SHOWN ON EACH SHEET.
2. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL CHECK THE PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER'S ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.
4. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES. IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION, CALL "SUNSHINE" AT 1-800-432-4770. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES NOT ONLY THOSE INCLUDED IN THE "SUNSHINE" PROGRAM.
5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES (ABOVE OR BELOW GROUND) THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
6. ALL UNDERGROUND UTILITIES MUST BE IN PLACE AND TESTED OR INSPECTED PRIOR TO BASE AND SURFACE CONSTRUCTION.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTION.
8. ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE CITY OF KISSIMMEE, FDOT, AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AS APPLICABLE BY JURISDICTION.
9. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE OWNER'S ENGINEER, SHOP DRAWINGS ON ALL CIVIL SITE WORK MATERIAL WHICH INCLUDES BUT IS NOT LIMITED TO: PRECAST STRUCTURES, UTILITY PIPING, UTILITY ASSEMBLIES, CONCRETE WORK, ASPHALT MIX, STRIPING, SIGNAGE, ETC. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE. ALL SHOP DRAWINGS ARE TO BE REVIEWED AND APPROVED BY THE CONTRACTOR PRIOR TO SUBMITTAL TO THE OWNER'S ENGINEER.
10. AT LEAST FIVE (5) WORKING DAYS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES AND SUPPLY THEM WITH ALL REQUIRED SHOP DRAWINGS, THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED SCHEDULE AND OTHER INFORMATION AS REQUIRED. ANY WORK PERFORMED PRIOR TO NOTIFYING THE ENGINEER, OR WITHOUT AGENCY INSPECTORS PRESENT, MAY BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
11. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY, WITH OTHER CONTRACTORS AND UTILITY COMPANIES.
12. ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. ADDITIONAL COSTS ARE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION IS TO BE ALLOWED.
13. ALL DISTURBED AREAS WHICH ARE NOT TO BE SODDED, ARE TO BE SEEDED AND MULCHED TO DOT STANDARDS AND MAINTAINED UNTIL A SATISFACTORY STAND OF GRASS ACCEPTABLE TO THE REGULATORY AGENCY AND ENGINEER OF RECORD, HAVE BEEN OBTAINED. ANY WASHOUT, REGRADING, RESEEDING AND GRASSING WORK, AND OTHER EROSION WORK REQUIRED WILL BE PERFORMED BY THE CONTRACTOR, UNTIL THE SYSTEM IS ACCEPTED FOR MAINTENANCE BY THE REGULATORY AGENCY AND ENGINEER OF RECORD.
14. THE CONTRACTOR SHALL LOCATE AND FLAG ALL PROPERTY CORNERS PRIOR TO FINAL ENGINEERING INSPECTION AND CERTIFICATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE PROPERTY CORNERS, WHICH HAVE BEEN LOST DURING CONSTRUCTION, RE-ESTABLISHED BY A PROFESSIONAL LAND SURVEYOR.
15. THE CONTRACTOR IS TO REVIEW THE SOIL REPORTS AND BORINGS PRIOR TO BIDDING THE PROJECT AND COMMENCING CONSTRUCTION.
16. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS AND METHODS FOR CONSTRUCTION SITE SAFETY.
17. ALL SODDING, SEEDING AND MULCHING SHALL INCLUDE WATERING AND FERTILIZATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THESE AREAS UNTIL THE PROJECT IS COMPLETED AND ACCEPTED BY THE OWNER.
18. THE CONTRACTOR SHALL GIVE THE OWNER'S REPRESENTATIVE A MINIMUM OF 72 HOURS NOTICE PRIOR TO CONDUCTING FIELD TESTS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR NOTIFYING AND ARRANGING FOR INSPECTIONS.
19. THE CONTRACTOR SHALL MAINTAIN, AT THE JOBSITE, A RECORD COPY OF CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. THESE "AS-BUILT" DOCUMENTS ARE TO BE MADE AVAILABLE TO THE OWNER/ENGINEER DURING CONSTRUCTION AND SHALL BE DELIVERED TO THE OWNER'S REPRESENTATIVE UPON COMPLETION OF THE PROJECT.
20. THE CONTRACTOR IS ADVISED TO VERIFY AND LOCATE ALL HORIZONTAL AND VERTICAL CONTROL POINTS PRIOR TO CONSTRUCTION, BRING ANY LAYOUT DISCREPANCIES TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
21. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ALL TREES AND OTHER VEGETATION OUTSIDE THE LIMITS OF CONSTRUCTION.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND RUBBLE FROM THE SITE.
23. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF APPROVED CONSTRUCTION PLANS ON THE JOBSITE AT ALL TIMES DURING CONSTRUCTION.
24. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER, REVIEW AND MAINTAIN A COPY OF ALL REQUIRED PERMITS FOR THE PROJECT, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION ON THE CONSTRUCTION SITE.
25. THE CONTRACTOR SHALL OBTAIN A COPY OF THE GEOTECHNICAL REPORT PREPARED BY ECS FLORIDA, LLC, DATED JANUARY 31, 2023. CONTRACTOR SHALL REVIEW & FAMILIARIZE HIMSELF WITH, AND ADHERE TO THE RECOMMENDATIONS INCLUDED THEREIN.
26. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CLEARLY DESIGNATE THE LIMITS OF CONSTRUCTION ON SITE. THE CONTRACTOR SHALL NOT PERFORM ANY WORK OUTSIDE THE LIMITS OF CONSTRUCTION.
27. ALL WORK AND ALL MATERIALS FURNISHED SHALL BE IN CONFORMITY WITH THE LINES, GRADES, GRADING SECTIONS, CROSS SECTIONS, DIMENSIONS, MATERIAL REQUIREMENTS, AND TESTING REQUIREMENTS THAT ARE SPECIFIED IN THE CONTRACT, PLANS OR SPECIFICATIONS.
28. THE SPECIFICATIONS, NOTES AND PLANS CALL ATTENTION TO CERTAIN REQUIRED FEATURES OF THE CONSTRUCTION BUT DO NOT PURPORT TO COVER ALL DETAILS OF DESIGN AND CONSTRUCTION. HOWEVER, THE CONTRACTOR SHALL FURNISH AND INSTALL THE WORK IN ALL DETAILS AND READY FOR OPERATION.
29. ALL EQUIPMENT SHALL BE HANDLED, STORED, INSTALLED, TESTED AND OPERATED IN STRICT ACCORDANCE WITH THE APPLICABLE MANUFACTURER'S WRITTEN INSTRUCTIONS.
30. CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK COMPETENTLY AND EFFICIENTLY, DEVOTING SUCH ATTENTION THERETO AND APPLYING SUCH SKILLS AND EXPERTISE AS MAY BE NECESSARY TO PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
31. NO EXTRA PAYMENTS SHALL BE ALLOWED FOR ANY WORK REQUIRED DUE TO MISUNDERSTANDING OF JOB OR SITE CONDITIONS AFFECTING THE WORK AS DESCRIBED IN THE SPECIFICATIONS OR SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL NOT TAKE ADVANTAGE OF ANY APPARENT ERROR OR OMISSION IN THE DRAWINGS OR SPECIFICATIONS, AND THE ENGINEER SHALL BE PERMITTED TO MAKE CORRECTIONS AND INTERPRETATION AS MAY BE DEEMED NECESSARY FOR THE FULFILLMENT OF THE INTENT OF THE CONTRACTS DOCUMENTS. THE TENDERING OF A PROPOSAL WILL ACKNOWLEDGE ACCEPTANCE OF THESE CONDITIONS BY THE BIDDER.
32. THE CONTRACTOR SHALL COMPLY WITH THE LEGAL LOAD RESTRICTIONS IN HAULING OF MATERIALS IN PUBLIC ROADS BEYOND THE LIMITS OF WORK. A SPECIAL PERMIT WILL NOT RELIEVE THE CONTRACTOR OF LIABILITY FOR DAMAGE WHICH MAY RESULT FROM THE MOVING OF MATERIAL AND EQUIPMENT.

DEMOLITION AND EROSION CONTROL NOTES:

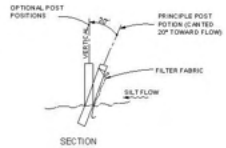
1. PRIOR TO ANY SITE CLEARING, ALL TREES SHOWN TO REMAIN ON THE CONSTRUCTION PLANS SHALL BE PROTECTED IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY'S TREE ORDINANCE AND DETAILS CONTAINED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THESE TREES IN GOOD CONDITION. NO TREES SHOWN TO REMAIN SHALL BE REMOVED WITHOUT WRITTEN APPROVAL FROM THE OWNER.
2. THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO BEGINNING ACTUAL CONSTRUCTION IN ACCORDANCE WITH THE SOILS TESTING REPORT. COPIES OF THE SOILS REPORT ARE AVAILABLE THROUGH THE OWNER OR THE SOILS TESTING COMPANY. QUESTIONS REGARDING SITE PREPARATION REQUIREMENTS DESCRIBED IN THE SOILS REPORT ARE TO BE DIRECTED TO THE SOILS TESTING COMPANY.
3. THE CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. DISTURBED AREAS WILL BE SEEDED, MULCHED OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL IMMEDIATELY FOLLOWING CONSTRUCTION.
4. THE TOP 4" TO 8" OF GROUND REMOVED DURING CLEARING AND GRUBBING SHALL BE STOCKPILED AT A SITE DESIGNATED BY THE OWNER TO BE USED FOR LANDSCAPING PURPOSES, UNLESS OTHERWISE DIRECTED BY THE OWNER.
5. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS. ONLY "GRADING BY HAND" IS PERMITTED WITHIN THE CANOPY LINE OF TREES THAT ARE TO REMAIN.
6. IT IS THE CONTRACTORS RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES TO DISCONNECT OR REMOVE THEIR FACILITIES PRIOR TO REMOVING OR DEMOLISHING ANY EXISTING STRUCTURES FROM THE SITE.
7. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAS BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND IS GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE CITY AND THE ENGINEER TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFACE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANIES AND THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANIES DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
8. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAKING A VISUAL INSPECTION OF THE SITE AND WILL BE RESPONSIBLE FOR THE DEMOLITION AND REMOVAL OF ALL UNDERGROUND AND ABOVE GROUND STRUCTURES THAT WILL NOT BE INCORPORATED WITH THE NEW FACILITIES. SHOULD ANY DISCREPANCIES EXIST WITH THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING THE OWNER AND REQUESTING A CLARIFICATION OF THE PLANS PRIOR TO DEMOLITION.
9. DURING CONSTRUCTION, ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS EXISTING AND NEWLY INSTALLED, AND SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.
10. ALL EROSION AND SILTATION CONTROL METHODS SHALL BE IMPLEMENTED PRIOR TO THE START OF CONSTRUCTION AND MAINTAINED UNTIL CONSTRUCTION IS COMPLETE.
11. WHEN CONSTRUCTION IS COMPLETED, THE RETENTION/DETENTION AREAS WILL BE REGRADED, CLEANED OF SILT, MUD AND DEBRIS AND RE-SODDED IN ACCORDANCE TO THE PLANS.
12. CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (HAY BALES OR SILTATION CURTAINS TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, WATERWAYS AND EXISTING WETLANDS. IN ADDITION, THE CONTRACTOR SHALL PLACE STRAW, MULCH OR OTHER SUITABLE MATERIAL ON THE GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT THE SITE. IF, IN THE OPINION OF THE ENGINEER AND/OR THE COUNTY/STATE, EXCESSIVE QUANTITIES OF EARTH ARE TRANSFERRED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO CLEAN AND RESTORE THE AREA TO THE SATISFACTION OF THE ENGINEER AND/OR THE JURISDICTIONAL AGENCY.
13. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION OR OTHER ACCEPTABLE METHODS.
14. THE SURFACE AREA OF OPEN, RAW, ERODIBLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS, SHALL NOT EXCEED TEN (10) ACRES WITHOUT WRITTEN AUTHORIZATION FROM THE COUNTY/CITY ENGINEER. PROCEEDING WITH DEMOLITION CONSTRUCTION SHALL ASSUME THAT THE OWNER HAS ISSUED A NOTICE TO PROCEED PRIOR TO COMMENCEMENT.
15. CONTRACTOR SHALL PROTECT THE EDGE OF ALL REMAINING PAVEMENT AND HARDSCAPE. DO NOT HAUL OVER UNPROTECTED PAVEMENT OR SAWCUT EDGES.
17. FILL AND COMPACT ALL DEPRESSIONS AND REMOVAL TRENCHES. COMPACT TO 95 % MODIFIED PROCTOR UNDER PROPOSED BUILDINGS AND PAVEMENT. COMPACT TO 95% OF MAXIMUM DENSITY FOR ASTM D-1557.
18. CONTRACTOR SHALL LEAVE SITE FREE OF HOLES, HAZARDS, IMPOUNDMENTS AND DEBRIS UPON COMPLETION.
19. DISPOSAL OF ALL MATERIAL LEAVING THE SITE WILL BE ON HAUL ROUTES, BY METHODS AND TO DISPOSAL SITE AS APPROVED BY THE AUTHORITY HAVING JURISDICTION.
20. NOISE LEVELS AND HOURS OF DEMOLITION OPERATIONS RELATED THERETO SHALL BE AS DIRECTED BY OWNER.
21. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN THE WORKING OF ALL EXISTING IRRIGATION COMPONENTS THROUGHOUT THE DURATION OF CONSTRUCTION. NO INTERRUPTION TO IRRIGATION SHALL EXTEND BEYOND ONE WORK DAY. ANY SYSTEMS NOT FUNCTIONING CORRECTLY SHALL BE REPAIRED PRIOR TO END OF EACH WORK DAY.
22. EXISTING PAVEMENT AREAS TO REMAIN UNDISTURBED SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION ACTIVITIES.

PAVING, GRADING AND DRAINAGE NOTES:

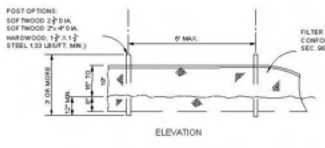
1. ALL DELETERIOUS SUBSTANCE MATERIAL (E.G. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNERS ENGINEER OR OWNERS SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS.
2. ALL DELETERIOUS SUBSTANCE MATERIAL (E.G. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNERS ENGINEER OR OWNERS SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS.
3. THE CONTRACTOR SHALL NOT EXCAVATE, REMOVE OR OTHERWISE DISTURB ANY MATERIAL, STRUCTURE OR PART OF A STRUCTURE WHICH IS LOCATED OUTSIDE THE LINES, GRADES OR GRADING SECTION, ESTABLISHED FOR THIS PROJECT, EXCEPT WHERE SUCH EXCAVATIONS OR REMOVAL IS PROVIDED FOR IN THE CONTRACT, PLANS, OR SPECIFICATIONS.
4. THE CONTRACTOR MUST MAINTAIN DRAINAGE TO THE EXISTING STRUCTURES THROUGHOUT CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED. DEWATERING SHALL BE USED AS REQUIRED.
6. IT MAY BE NECESSARY TO FIELD ADJUST PAVEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED. THE CONTRACTOR IS TO CO-ORDINATE WITH OWNER'S ENGINEER PRIOR TO ANY ELEVATION CHANGES.
7. PRIOR TO CONSTRUCTING CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE OWNER'S ENGINEER FOR APPROVAL.
8. THE CONTRACTOR IS TO PROVIDE A 1/2" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER, AT ABUTMENT OF CONCRETE AND ANY STRUCTURE.
9. THE CONTRACTOR IS TO INSTALL EXTRA BASE MATERIAL WHEN THE DISTANCE BETWEEN THE PAVEMENT ELEVATION AND THE TOP OF THE PIPE OR BELL IS LESS THAN TWELVE (12) INCHES.
10. BACKFILL MATERIAL SHALL BE SOLIDLY TAMPED AROUND PIPES IN 6" LAYERS UP TO A LEVEL OF AT LEAST ONE FOOT ABOVE THE TOP OF THE PIPE. IN AREAS TO BE PAVED, BACKFILL SHALL BE COMPACTED TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
11. STANDARD PLANS REFER TO THE LATEST EDITION OF FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS".
12. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) OR APPROVED EQUAL UNLESS OTHERWISE NOTED ON PLANS. ALL DRAINAGE PIPE JOINTS SHALL BE WRAPPED IN FILTER FABRIC WRAP PER FDOT STANDARD PLANS INDEX 430-001.
13. PVC STORM PIPE (12" AND SMALLER) SHALL CONFORM TO AWWA C-900, CLASS 150 STANDARDS UNLESS OTHERWISE NOTED.
14. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO THE CENTER OF DRAINAGE STRUCTURES. PIPE LENGTHS OR MITERED END AND FLARED END SECTIONS ARE TO END OF PIPE.
15. ALL DRAINAGE STRUCTURE GRATES AND COVERS WITHIN TRAFFIC AREAS SHALL BE TRAFFIC RATED FOR H-20 LOADINGS.
16. UNDERCUTTING AND/OR OVER EXCAVATING THE RETENTION/DETENTION AREAS WILL NOT BE ALLOWED.
17. ALL CURBS, INLET THROATS, INLET TOPS AND CURB TIE-INS SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF PAVEMENT BASE.
18. PIPE WITH LIFTING HOLES WILL NOT BE ALLOWED IN ROADWAYS AND IS NOT APPROVED FOR ROADWAY CONSTRUCTION.
19. ALL INLET GRATES AND MANHOLE COVERS SHALL BE STEEL OR CAST IRON PER FDOT STANDARD PLANS INDEX NO. 425-052, AND SHALL BEAR LABELING AS REQUIRED BY THE CITY.
20. ALL MANHOLE AND INLET STRUCTURES SHALL BE PRECAST CONCRETE.
21. CONTRACTOR SHALL DETERMINE THE BOTTOM SIZE OF ALL DRAINAGE STRUCTURES SO AS TO FIT ALL REQUIRED PIPES.
22. DITCH BOTTOM AND CONTROL STRUCTURE INLET GRATES SHALL BE SECURED BY CHAIN AND EYEBOLT.
23. ALL PAVEMENT, PAVEMENT BASE, CURBING, STORM WATER SYSTEMS, WATER SYSTEMS AND SANITARY SEWER SYSTEMS THAT ARE TO BE DEMOLISHED AND REMOVED SHALL BE DISPOSED OF OFF-SITE BY THE SITE CONTRACTOR TO AN APPROVED LANDFILL, UNLESS OTHERWISE DIRECTED BY THE OWNER AND APPROVED BY THE PROJECT ENGINEER.
24. ALL MANHOLES SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX NO. 425-001 AND 425-010 UNLESS OTHERWISE NOTED.
25. TEMPORARY CONSTRUCTION DEWATERING MAY BE NECESSARY, PARTICULARLY IF CONSTRUCTION PROCEEDS DURING THE WET SEASON. TEMPORARY CONSTRUCTION DEWATERING SHOULD BE ABLE TO MAINTAIN THE WATER LEVEL AT LEAST 2 FEET BELOW ALL COMPACTION SURFACES. STARTING TEMPORARY CONSTRUCTION DEWATERING PRIOR TO CLEARING AND GRUBBING MAY TEND TO LESSEN OFF-HAUL WEIGHTS AND COSTS. ALTHOUGH WELL POINT SYSTEMS ARE COMMONLY USED FOR RELATIVELY CLEAN SANDS, SUCH AS IDENTIFIED AT THIS SITE, HORIZONTAL DEWATERING MAY BE MORE EFFECTIVE FOR LARGER AREAS. THE SELECTION AND DESIGN OF A TEMPORARY CONSTRUCTION DEWATERING SYSTEM SHOULD BE PERFORMED BY A CONTRACTOR EXPERIENCED IN CONSTRUCTION DEWATERING.
26. PRIOR TO PLACING FILL, EXISTING VEGETATION AND ROOT MAT SHOULD BE REMOVED. COMPLETE STRIPPING OF THE TOP SOIL SHOULD BE PERFORMED IN ANY OF THE PROPOSED BUILDING AND PARKING/DRIVEWAY AREAS.
27. THE SUBGRADE SHOULD BE PROOF-ROLLED. PROOF-ROLLING CAN BE PERFORMED WITH APPROPRIATE HEAVY EQUIPMENT TO OBTAIN A MINIMUM COMPACTION AS SPECIFIED. THE PROOF-ROLLING SHOULD BE PERFORMED UNDER THE DIRECTION OF THE GEOTECHNICAL ENGINEER. EXCESSIVELY WET OR DRY MATERIAL SHOULD EITHER BE REMOVED OR REQUIRED TO BE CONDITIONED AND COMPACTED. UNSUITABLE SOIL DISCOVERED SHOULD BE REMOVED OR MOISTURE CONDITIONED AND COMPACTED IN PLACE PRIOR TO PLACING FILL.
28. ANY WATER THAT COLLECTS OVER, OR ADJACENT TO, CONSTRUCTION AREAS SHOULD BE PROMPTLY REMOVED. IF THE SUBGRADE DESICCATES, SATURATES, OR IS DISTURBED, THE AFFECTED MATERIAL SHOULD BE REMOVED, OR THESE MATERIALS SHOULD BE SACRIFICED, MOISTURE CONDITIONED, AND RECOMPACTED, PRIOR TO FLOOR SLAB AND PAVEMENT CONSTRUCTION. ALL THESE PROCESSES SHOULD BE OBSERVED BY THE GEOTECH ENGINEER.
29. AS A MINIMUM, ALL TEMPORARY EXCAVATIONS SHOULD BE SLOPED OR BRACED AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (OSHA) REGULATIONS TO PROVIDE STABILITY AND SAFE WORKING CONDITIONS. ALL EXCAVATIONS SHOULD COMPLY WITH LOCAL, STATE AND FEDERAL REGULATIONS, INCLUDING THE CURRENT OSHA EXCAVATION AND TRENCH SAFETY STANDARDS.
30. THE EARTHWORK EFFORTS SHOULD BE MONITORED UNDER THE DIRECTION OF THE GEOTECHNICAL ENGINEER. THIS MONITORING SHOULD INCLUDE DOCUMENTATION OF ADEQUATE REMOVAL OF VEGETATION AND TOP SOIL, PROOF-ROLLING AND MITIGATION OF AREAS DELINEATED BY THE PROOF-ROLL TO REQUIRE MITIGATION.
31. PLACE FILL IN UNIFORM LIFTS NOT EXCEEDING 12 IN IN LOOSE THICKNESS THAT WILL UNIFORMLY COMPACT TO THE REQUIRED DENSITIES.
32. BRING EACH LAYER TO BETWEEN ±4% OF OPTIMUM MOISTURE CONTENT BEFORE COMPACTION. ADD WATER BY UNIFORM SPRINKLING AND MIXING WITH SOILS. ADD OR BLEND ADDITIONAL FILL MATERIALS OR DRY OUT EXISTING MATERIALS AS REQUIRED. WHEN MOISTURE CONTENT AND CONDITION OF EACH LAYER IS SATISFACTORY, COMPACT TO SPECIFIED DENSITY. COMPACT AREAS NOT ACCESSIBLE TO MOTOR-DRIVEN EQUIPMENT WITH MECHANICAL OR HEAVY HAND TAMPERS.
33. PARKING AND PAVEMENT AREAS: COMPACT SOILS BELOW ALL PARKING AREAS, WALKS, SLABS, AND ASPHALT PAVEMENT TO 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR FULL DEPTH OF FILL.
34. LANDSCAPE/OPEN/DRAINAGE AREAS: COMPACT SOILS BELOW ALL LANDSCAPE, PLANTING, AND SOD AREAS TO 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR THE FULL DEPTH OF FILL.
35. MINOR STRUCTURES: SUPPORT CATCH BASINS AND OTHER MINOR STRUCTURES ON BOTTOM AND ALL SIDES BY SOILS COMPACTED TO 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR FULL DEPTH OF FILL.
36. EACH LIFT OF COMPACTED FILL SHOULD BE TESTED, EVALUATED, AND REWORKED AS NECESSARY UNTIL APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF ADDITIONAL LIFTS. EACH LIFT OF FILL SHOULD BE TESTED FOR DENSITY AND WATER CONTENT AT A FREQUENCY OF AT LEAST ONE TEST FOR EVERY 2,500 SQUARE FEET OF COMPACTED FILL IN THE BUILDING AREAS AND 5,000 SQUARE FEET IN PAVEMENT AREAS. ONE DENSITY AND WATER CONTENT TEST FOR EVERY 50 LINEAR FEET OF COMPACTED UTILITY TRENCH BACKFILL.
37. MOISTURE CONTENT AND DENSITY OF THE TOP 12 INCHES OF THE SUBGRADE BE EVALUATED AND THE PAVEMENT SUBGRADES BE PROOF-ROLLED AND TESTED WITHIN TWO DAYS PRIOR TO COMMENCEMENT OF ACTUAL PAVING OPERATIONS. COMPACTION TESTS SHOULD BE PERFORMED AT A FREQUENCY OF 1 TEST PER 10,000 SQUARE FEET OR FRACTION THEREOF. AREAS NOT IN COMPLIANCE WITH THE REQUIRED RANGES OF MOISTURE OR DENSITY SHOULD BE MOISTURE CONDITIONED AND RECOMPACTED. PARTICULAR ATTENTION SHOULD BE PAID TO HIGH TRAFFIC AREAS THAT WERE RUTTED AND DISTURBED EARLIER AND TO AREAS WHERE BACKFILLED TRENCHES ARE LOCATED. AREAS WHERE UNSUITABLE CONDITIONS ARE FOUND SHOULD BE REPAIRED BY REMOVING AND REPLACING THE MATERIALS WITH PROPERLY COMPACTED FILLS.
38. IF A SIGNIFICANT PRECIPITATION EVENT OCCURS AFTER THE EVALUATION OR IF THE SURFACE BECOMES DISTURBED, THE SUBGRADE SHOULD BE REVIEWED BY QUALIFIED PERSONNEL IMMEDIATELY PRIOR TO PAVING. THE SUBGRADE SHOULD BE IN ITS FINISHED FORM AT THE TIME OF THE FINAL REVIEW.
39. TO VERIFY THICKNESSES, AFTER PLACEMENT AND COMPACTION OF THE PAVEMENT COURSES, CORE THE WEARING SURFACE TO EVALUATE MATERIAL THICKNESS AND COMPOSITION AT A MINIMUM FREQUENCY OF 5,000 SQUARE FEET OR TWO LOCATIONS PER LOT'S PAVED AREA.
40. ALL CURBING SHOULD BE FULL DEPTH. USE OF EXTRUDED CURB SECTIONS WHICH LIE ON TOP OF ASPHALT SURFACE COURSES CAN ALLOW MIGRATION OF WATER BETWEEN THE SURFACE AND BASE COURSES, LEADING TO RIPPLING AND PAVEMENT DETERIORATION.
41. AN ADEQUATE NUMBER OF LONGITUDINAL AND TRANSVERSE CONTROL JOINTS SHOULD BE PLACED IN THE RIGID PAVEMENT IN ACCORDANCE WITH ACI AND/OR AASHTO GUIDELINES. EXPANSION ISOLATION JOINTS MUST BE FULL DEPTH AND SHOULD ONLY BE USED TO ISOLATE FIXED OBJECTS ABUTTING OR WITHIN THE PAVED AREA.
42. DURING CONSTRUCTION, NO DIRECT DISCHARGE OF WATER TO DOWNSTREAM RECEIVING WATERS WILL BE ALLOWED. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER QUALITY, AND ROUTE DISCHARGE WATER IN SUCH A MANNER AS TO ADEQUATELY REMOVE SILT PRIOR TO RUNOFF FROM THE SITE.
43. THE STORM DRAINAGE PIPING AND FILTRATION SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNERS ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. THE CONTRACTOR IS TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE AN INSPECTION.
44. THE CONTRACTOR SHALL MAINTAI



GRAPHIC SCALE
SCALE: 1"= 10'

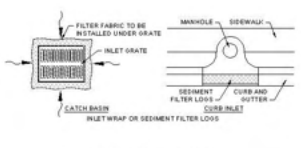


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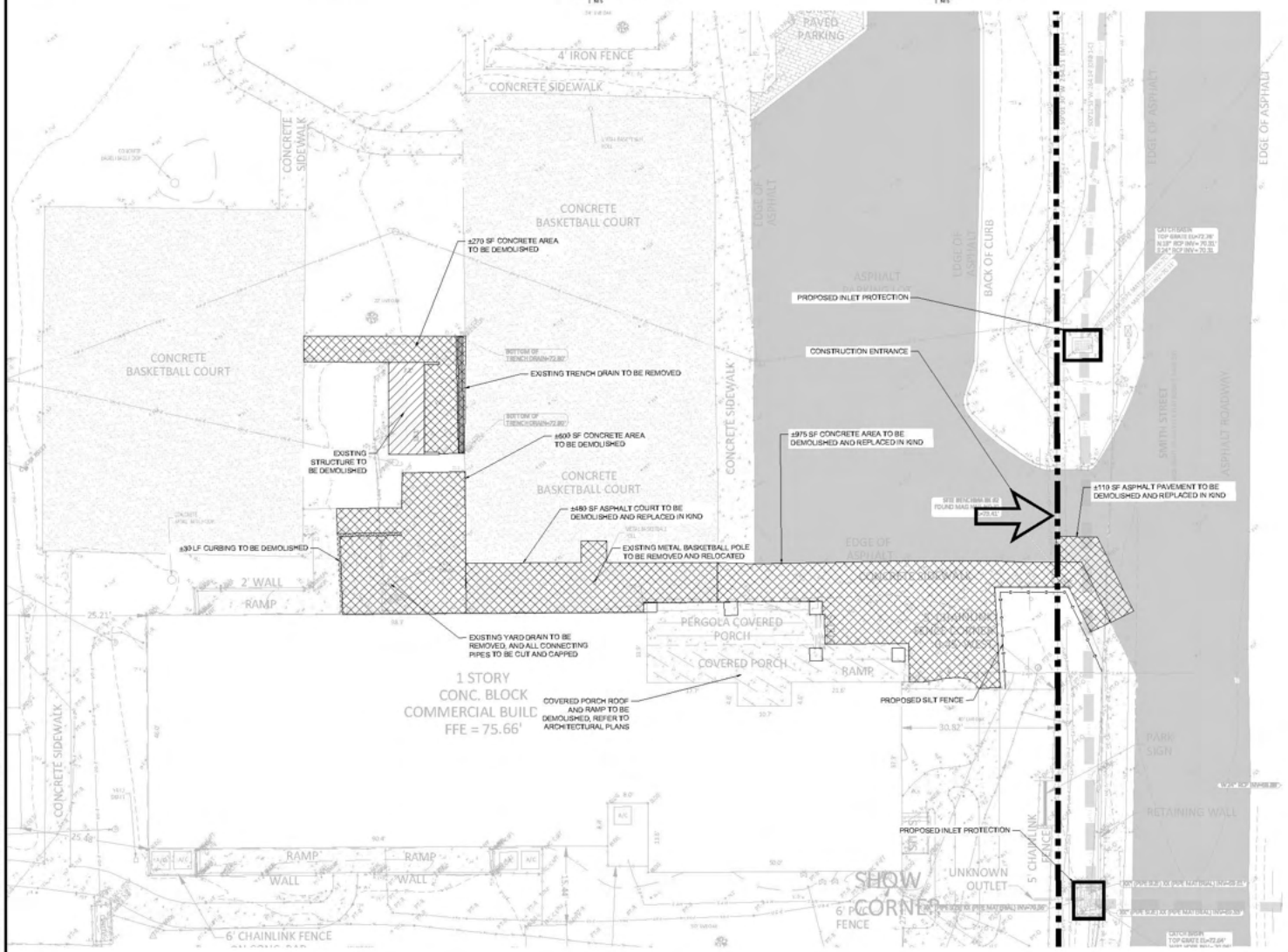


ELEVATION

1 | SILT FENCE DETAIL
NTS



2 | INLET PROTECTION
NTS



KEY LEGEND

SYMBOL	DESCRIPTION	DETAILS KEY
	PROPERTY BOUNDARY	N/A
	PAVEMENT TO BE REMOVED	N/A
	LINEAR ELEMENT TO BE REMOVED	N/A
—0—0—	SILT FENCE	DETAIL 2- THIS SHEET
	INLET PROTECTION	DETAIL 1- THIS SHEET

NOTES:

1. WHERE APPLICABLE, SILT FENCING SHALL BE INSTALLED DIRECTLY ON THE PROPERTY BOUNDARY. SILT FENCE DEPICTED ON PLANS INDICATES AN OFFSET FOR CLARITY PURPOSES ONLY. CONTRACTOR SHALL CONFIRM WITH ENGINEER EXACT LIMITS OF SILT FENCING PRIOR INSTALLATION.
2. REFER TO DEMOLITION AND EROSION CONTROL NOTES ON THIS SHEET FOR MORE INFORMATION

DEMOLITION AND EROSION CONTROL NOTES:

1. PRIOR TO ANY SITE CLEARING, ALL TREES SHOWN TO REMAIN ON THE CONSTRUCTION PLANS SHALL BE PROTECTED IN ACCORDANCE WITH THE LOCAL MUNICIPALITY AGENCY'S TREE ORDINANCE AND DETAILS CONTAINED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THESE TREES IN GOOD CONDITION. NO TREES SHOWN TO REMAIN SHALL BE REMOVED WITHOUT WRITTEN APPROVAL FROM THE OWNER.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES TO DISCONNECT OR REMOVE THEIR FACILITIES PRIOR TO REMOVING OR DEMOLISHING ANY EXISTING STRUCTURES FROM THE SITE.
3. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAS BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND IS GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE CITY AND THE ENGINEER TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFACE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANIES AND THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANIES DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
4. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAKING A VISUAL INSPECTION OF THE SITE AND WILL BE RESPONSIBLE FOR THE DEMOLITION AND REMOVAL OF ALL UNDERGROUND AND ABOVE GROUND STRUCTURES THAT WILL NOT BE INCORPORATED WITH THE NEW FACILITIES. SHOULD ANY DISCREPANCIES EXIST WITH THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING THE OWNER AND REQUESTING A CLARIFICATION OF THE PLANS PRIOR TO DEMOLITION.
5. DURING CONSTRUCTION, ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS (CURB INLET) AND/OR BARRIERS (FLAT AREA) AND SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.
6. ALL EROSION AND SILTATION CONTROL METHODS SHALL BE IMPLEMENTED PRIOR TO THE START OF CONSTRUCTION AND MAINTAINED UNTIL CONSTRUCTION IS COMPLETE.
7. CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (HAY BALES OR SILTATION CURTAIN) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, WATERWAYS AND EXISTING WETLANDS. IN ADDITION, THE CONTRACTOR SHALL PLACE STRAW, MULCH OR OTHER SUITABLE MATERIAL ON THE GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT THE SITE. IF, IN THE OPINION OF THE ENGINEER AND/OR THE COUNTY/STATE, EXCESSIVE QUANTITIES OF EARTH ARE TRANSFERRED OFF-SITE BY WATER OR NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO CLEAN AND RESTORE THE AREA TO THE SATISFACTION OF THE ENGINEER AND/OR THE JURISDICTIONAL AGENCY.
8. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION OR OTHER ACCEPTABLE METHODS.
9. THE SURFACE AREA OF OPEN, RAW, ERODIBLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS, SHALL NOT EXCEED TEN (10) ACRES WITHOUT WRITTEN AUTHORIZATION FROM THE COUNTY/CITY ENGINEER.
10. CONTRACTOR SHALL ASSURE THAT ALL APPROPRIATE AND REQUIRED PERMITS ARE IN HAND AND DISPLAYED ON THE SITE AS REQUIRED BY REGULATORY AGENCIES PRIOR TO PROCEEDING WITH DEMOLITION. CONTRACTOR SHALL ASSURE THAT THE OWNER HAS ISSUED A NOTICE TO PROCEED PRIOR TO COMMENCEMENT.
11. CONTRACTOR SHALL PROTECT THE EDGE OF ALL REMAINING PAVEMENT AND HARDSCAPE. DO NOT HAUL OVER UNPROTECTED PAVEMENT OR CURB OUTLETS.
12. FILL AND COMPACT ALL DEPRESSIONS AND REMOVAL TRENCHES. COMPACT TO 95 % MODIFIED PROCTOR OUTSIDE PROPOSED BUILDINGS AND PAVEMENT. COMPACT TO 98% OF MAXIMUM DENSITY FOR ASTM D-1557.
13. CONTRACTOR SHALL LEAVE SITE FREE OF HOLES, HAZARDS, IMPOUNDMENTS AND DEBRIS UPON COMPLETION.
14. DISPOSAL OF ALL MATERIAL LEAVING THE SITE WILL BE ON HAUL ROUTES, BY METHODS AND TO DISPOSAL SITE AS APPROVED BY THE AUTHORITY HAVING JURISDICTION.
15. NOISE LEVELS AND HOURS OF DEMOLITION OPERATIONS RELATED THERETO SHALL BE AS DIRECTED BY OWNER.
16. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN THE WORKING OF ALL EXISTING IRRIGATION COMPONENTS THROUGHOUT THE DURATION OF CONSTRUCTION. NO INTERRUPTION TO IRRIGATION SHALL EXTEND BEYOND ONE WORK DAY. ANY SYSTEMS NOT FUNCTIONING CORRECTLY SHALL BE REPAIRED PRIOR TO END OF EACH WORK DAY.
17. EXISTING PAVEMENT AREAS TO REMAIN UNDISTURBED SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION ACTIVITIES.

KPMFranklin
ENGINEERS - PLANNERS - SURVEYORS
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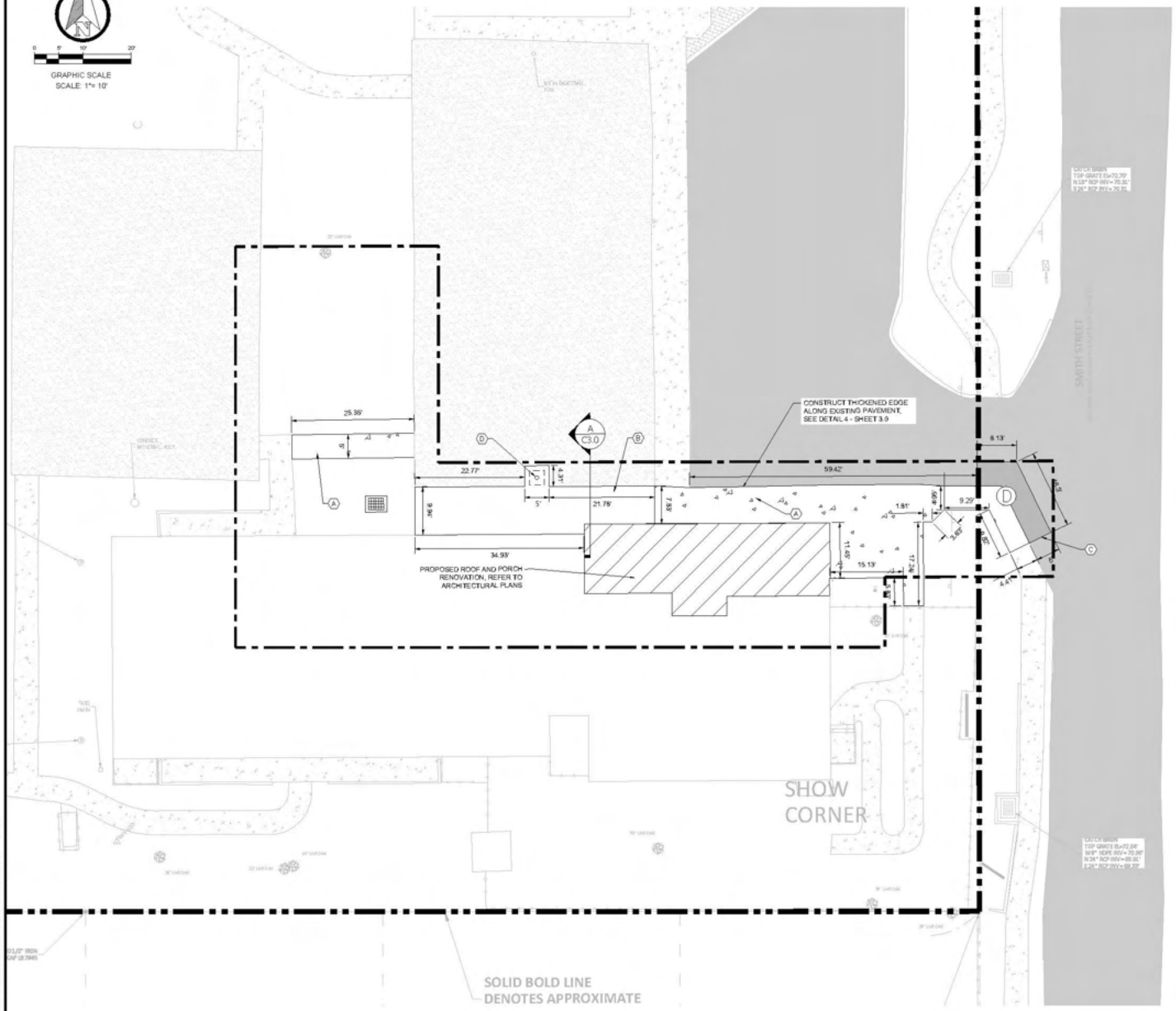
DEMOLITION AND EROSION CONTROL PLAN

CHAMBERS PARK COMMUNITY CENTER RENOVATION PROJECT

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SHEET NO.	C0.2



SITE DATA			
PARCEL ID	15-25-30U0-0105-0000		
PROJECT SITE AREA	3.36 AC.		
LIMITS OF WORK AREA	0.23 AC.		
LIMITS OF WORK PRE DEVELOPMENT LAND COVER BREAKDOWN			
PERVIOUS AREA	1127 SF.	0.03 AC.	14%
IMPERVIOUS AREA	7844 SF.	0.18 AC.	86%
TOTAL AREA	8971 SF.	0.21 AC.	100%
LIMITS OF WORK POST DEVELOPMENT LAND COVER BREAKDOWN			
PERVIOUS AREA	1834 SF.	0.04 AC.	25%
IMPERVIOUS AREA	7137 SF.	0.17 AC.	80%
TOTAL AREA	8971 SF.	0.21 AC.	100%

KEY LEGEND		
SYMBOL	DESCRIPTION	DETAILS KEY
	PROPERTY BOUNDARY	N/A
	LIMITS OF WORK	N/A
	PROPOSED ASPHALT PAVEMENT	SEE DETAILS 1 - SHEET C3.0
	EXISTING ASPHALT PAVEMENT	N/A
(A)	CONCRETE PAVEMENT	SEE DETAIL 3 - SHEET C3.0
(B)	BASKETBALL COURT REPLACEMENT	SEE NOTES - THIS SHEET
(C)	CONNECT TO EXISTING ASPHALT PAVEMENT	SEE DETAIL 2 - SHEET C3.0
(D)	METAL BASKETBALL POLE	SEE NOTES - THIS SHEET

SITE PLAN NOTES:

1. REPLACED CONCRETE BASKETBALL COURT SECTION TO MATCH EXISTING.
2. COURT STRIPING, BASKETBALL FURNISHING, AND OTHER MISCELLANEOUS ITEMS TO BE FURNISHED AND INSTALLED WITH THE BUILDING PACKAGE.

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STATUS: 100% DESIGN SET

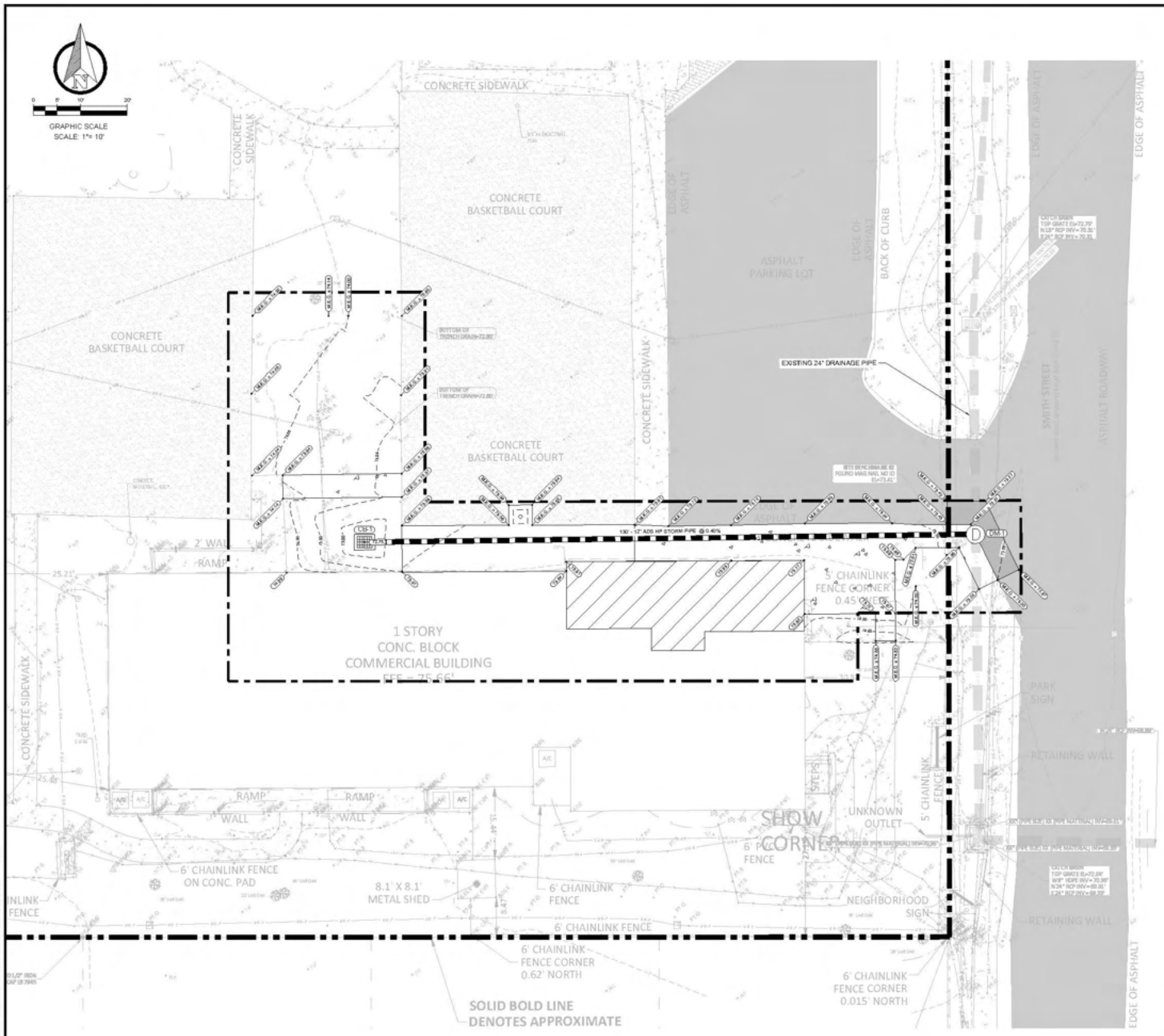
OVERALL SITE PLAN

CHAMBERS PARK COMMUNITY CENTER RENOVATION PROJECT

CAUTION
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DRAWN	DAM
APPROVED	DAM
SHEET NO.	C1.0
REV.	



LEGEND / ABBREVIATIONS

SYMBOL	DESCRIPTION
	PROPOSED ASPHALT PAVEMENT
	EXISTING ASPHALT PAVEMENT
	4" PEDESTRIAN CONCRETE PAVEMENT
	PROPERTY BOUNDARY
	LIMITS OF WORK
	EXISTING STORM DRAIN PIPE
	PROPOSED STORM DRAIN PIPE
## ##	PROPOSED SPOT GRADE ELEVATION
##	PROPOSED CONTOUR LINE
## ##	EXISTING SPOT GRADE ELEVATION
##	EXISTING CONTOUR LINE
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
	DRAINAGE FLOW ARROW
M.E.G.	MATCH EXISTING GRADE

Structure Table

Structure Name	Structure Details
CB-1	FDOT Type C Inlet RIM = 73.18 12" E INV OUT = 70.66
DM-1	Doghouse Manhole RIM = 73.31 12"W INV IN = 70.14 24" N INV OUT = 70.14 24" S INV OUT = 70.14

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PAVING, GRADING AND DRAINAGE PLAN

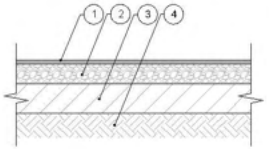
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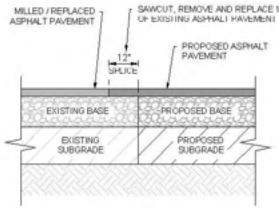
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APPROVED	DAM
SHEET NO.	C2.0



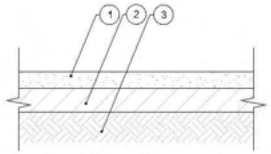
1. 1.5" TYPE SP9.5 (SINGLE LIFT) ASPHALT PAVEMENT TO BE COMPACTED TO A MINIMUM OF 95% OF THE DESIGN MIX DENSITY. SEE PLANS FOR SLOPE.
2. 6" CRUSHED CONCRETE BASE PER FDOT SPECIFICATION SECTION 911 - SHALL HAVE A MINIMUM LBR VALUE OF 150 AND BE COMPACTED TO A MINIMUM OF 98% OF THE MAXIMUM DRY DENSITY OF THE MODIFIED PROCTOR TEST. PRIMER SHALL BE APPLIED AFTER THE COMPACTION AND LBR CRITERIA HAS BEEN MET.
3. 12" STABILIZED SUBGRADE SHALL BE STABILIZED TO A MINIMUM LBR VALUE OF 40 AND SHALL BE COMPACTED TO AT LEAST 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY. SUBGRADE SOILS TO CONSIST OF CLEAN, FREE DRAINING SANDS WITH A FINES CONTENT PASSING A NO. 200 SIEVE OF 7% OR LESS.
4. EXISTING GRADE SOILS.

1 | ASPHALT PAVEMENT DETAIL
NTS



NOTES:
1. PROVIDE ASPHALT SPLICE AT ALL TRANSITIONS BETWEEN NEW AND EXISTING PAVEMENT SECTIONS.
2. 12-INCH MINIMUM ASPHALT REMOVAL, MAY VARY AT THE DISCRETION OF THE OWNER'S REPRESENTATIVE (MORE BUT NOT LESS THAN 12 INCHES).
3. RESTORE EXISTING BASE TO ORIGINAL CONDITION OR BETTER.

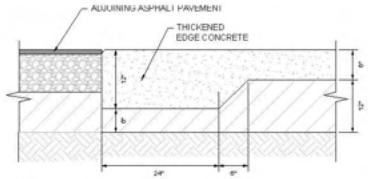
2 | ASPHALT PAVEMENT SPLICE DETAIL
NTS



1. 4" THICK FIBERMESH CONCRETE AND SHALL BE DESIGNED TO A MINIMUM OF 2,500 PSI AT 28 DAYS.
2. 6" THICK STABILIZED SUBGRADE COMPACTED TO AT LAST 95% MAXIMUM DRY DENSITY (AASHTO T-180 OR ASTM D-1557). SUBGRADE SOILS TO CONSIST OF CLEAN, FREE DRAINING SANDS
3. EXISTING GRADE SOILS.

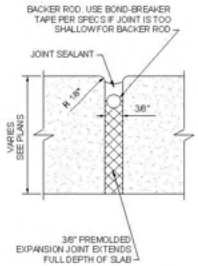
NOTES:
1. WHEN APPLICABLE AT RUNNING SIDEWALKS, INSTALL CONTROL JOINTS EVERY 5' AND EXPANSION JOINTS EVERY 15'.
2. ALL CONCRETE JOINT SECTIONS SHOULD BE SQUARE OR NEARLY SO. UNDER NO CIRCUMSTANCES SHOULD THE LENGHT EXCEED 1.5 TIMES THE WIDTH.
3. REFER TO CONTROL & EXPANSION JOINT DETAILS FOR ADDITIONAL REQUIREMENTS.

3 | CONCRETE PAVEMENT DETAIL
NTS

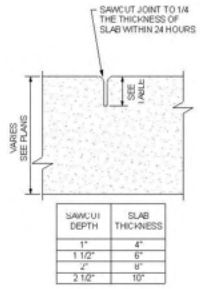


NOTE:
1. FLUSH THICKENED EDGE SHALL BE UTILIZED AT ALL LOCATIONS WHERE CONCRETE ABUTS FLUSH ASPHALT PAVEMENT.
2. SEE ASPHALT AND CONCRETE PAVEMENT DETAILS FOR MATERIAL SPECIFICATIONS.

4 | THICKENED EDGE CONCRETE DETAIL
NTS

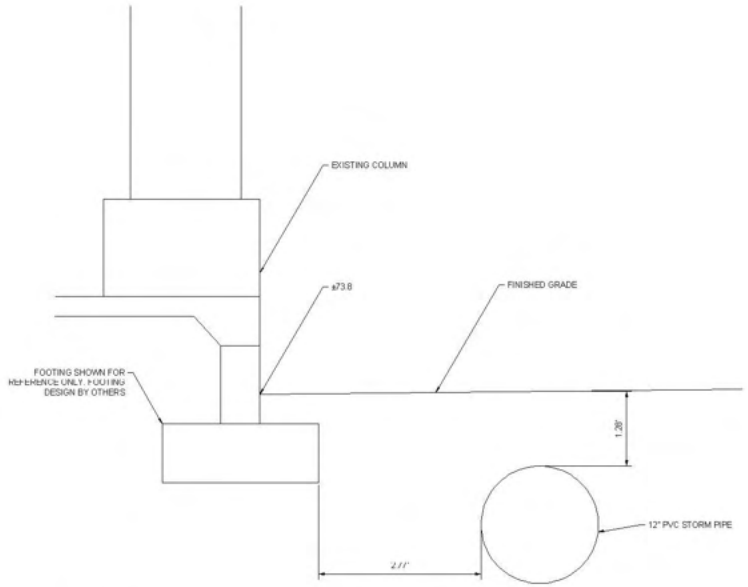


5 | EXPANSION JOINT DETAIL
NTS



SAWCUT DEPTH	SLAB THICKNESS
1"	4"
1 1/2"	6"
2"	8"
2 1/2"	10"

6 | CONTROL JOINT DETAIL
NTS



CROSS SECTION A
SCALE: 1" = 1'

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GENERAL DETAILS

CHAMBERS PARK COMMUNITY CENTER RENOVATION PROJECT

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SHEET NO.	C3.0

CONSTRUCTION DRAWINGS

CHAMBERS PARK

COMMUNITY CENTER RENOVATION

2380 SMITH STREET KISSIMMEE , FLORIDA

ENGINEERING

PENINSULA ENGINEERING

MECHANICAL, ELECTRICAL & PLUMBING

2016 ALDEN ROAD

ORLANDO, FLORIDA 32803

(407) 246-1688

ARCHITECT

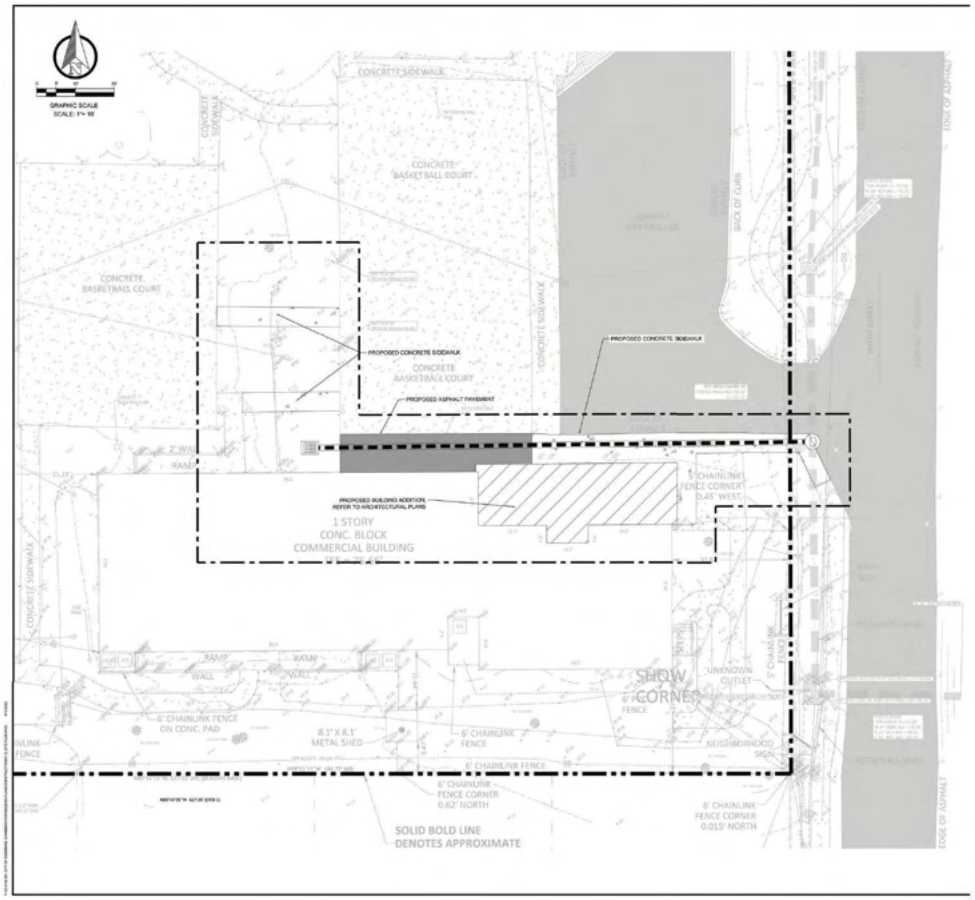
BUMPUS AND ASSOCIATES, INC.

ARCHITECTURE-INTERIOR DESIGN

603 FRONT STREET

CELEBRATION, FLORIDA 34747

(407) 566-0200



CODE COMPLIANCE SUMMARY

FLORIDA BUILDING CODE 2023, 8th EDITION
FLORIDA PLUMBING CODE 2023, 8th EDITION
FLORIDA MECHANICAL CODE 2023, 8th EDITION
FLORIDA FIRE PREVENTION CODE 2023, 8th EDITION
FLORIDA ACCESSIBILITY CODE 2023, 8th EDITION
FLORIDA ENERGY CONSERVATION CODE 2023, 8th EDITION
NATIONAL ELECTRIC CODE 2020

OCCUPANCY:	A3
CONSTRUCTION:	TYPE VB SPRINKLERED W/FIRE ALARM
1ST FLOOR AREA	7,160 S.F.
ALLOWABLE S.F.:	24,000 S.F.
ACTUAL STORIES:	1
ALLOWABLE STORIES:	2
ACTUAL HEIGHT:	16'
ALLOWABLE HEIGHT:	60'
DISTANCE FROM NEAREST ASSUMED PROPERTY LINE:	N/A
REQUIRED FIRE RATING:	0 HOUR
ACTUAL DISTANCE TO EXIT:	
OCCUPANCY LOAD CALCULATION:	
OFFICE AREA	43
MEETING AREA	199
TOTAL	242

STRUCTURAL NOTES:

DESIGN LOADS:

FLOOR: 50 PSF
ROOF: 20 PSF
10 PSF
WIND: 140 MPH
INTERIOR PRESSURE COEFFICIENT: 0.18
WIND EXPOSURE: B(ENCLOSED)
RISK CATEGORY: II

PLUMBING FIXTURE CALCULATIONS

242 OCCUPANTS

	MEN				WOMEN			
	REQUIRED		PROVIDED		REQUIRED		PROVIDED	
	WC	LAV	WC	LAV	WC	LAV	WC	LAV
	2	1	5	3	2	1	5	4
FAMILY	1		1					

DF 1 REQUIRED 1 PROVIDED
SS 1 REQUIRED 1 PROVIDED

THE SCOPE OF THIS PROJECT INCLUDES DEMOLITION OF EXISTING RESTROOMS AND STORAGE CLOSET TO BE REPLACED WITH 3 NEW RESTROOMS WITH EXTERIOR ACCESS

SPRINKLER SYSTEM IS EXISTING. ANY CHANGES NECESSARY TO THE SYSTEM SHALL BE DESIGNED AND PERMITTED BY THE SPRINKLER CONTRACTOR. SHOP DRAWINGS, COMPLETE WITH ALL NECESSARY CALCULATIONS, SHALL BE SIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA, AND SUBMITTED TO THE ARCHITECT AND THE BUILDING DEPARTMENT. THE SYSTEM SHALL COMPLY WITH ALL APPLICABLE CODES.

FIRE ALARM SYSTEM IS EXISTING. ANY CHANGES NECESSARY TO THE SYSTEM SHALL BE DESIGNED AND PERMITTED BY THE FIRE ALARM CONTRACTOR. SHOP DRAWINGS, COMPLETE WITH ALL NECESSARY CALCULATIONS AND PRODUCT DATA, SHALL BE SIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA, AND SUBMITTED TO THE ARCHITECT AND THE BUILDING DEPARTMENT. THE SYSTEM SHALL COMPLY WITH ALL APPLICABLE CODES.

ARCHITECTURAL SHEETS

COVER SHEET	1
ELEVATIONS	A1.1
DEMO PLAN	A2.1
FLOOR PLAN - NEW	A2.2
SCHEDULES & DETAILS	A2.3
FOUNDATION PLAN	A3.1
ROOF PLAN	A5.1
REFLECTED CEILING PLAN	A6.1

PLUMBING SHEETS

NOTES AND SPECIFICATIONS	P1.1
PLUMBING DEMOLITION PLAN	P1.2
NEW PLUMBING PLANS	P1.3
PLUMBING RISERS	P1.4

MECHANICAL SHEETS

SPECIFICATIONS	M1.0
HVAC DEMOLITION PLAN	M1.1
HVAC NEW PLAN	M1.2

FIRE PROTECTION SHEETS

FIRE PROTECTION NOTES	FP1.1
FIRE PROTECTION PLAN	FP1.2

#	DESCRIPTION	DATE	BY

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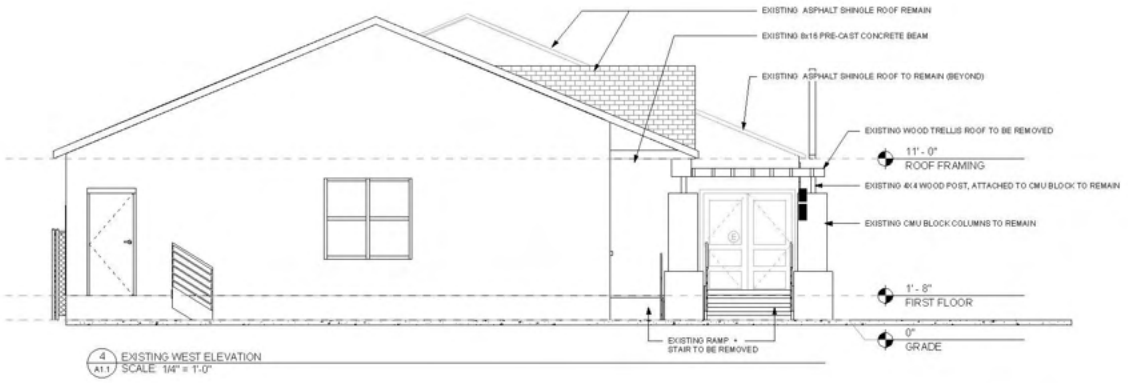
Daniel L. Bumpus
AR 0009645

Date

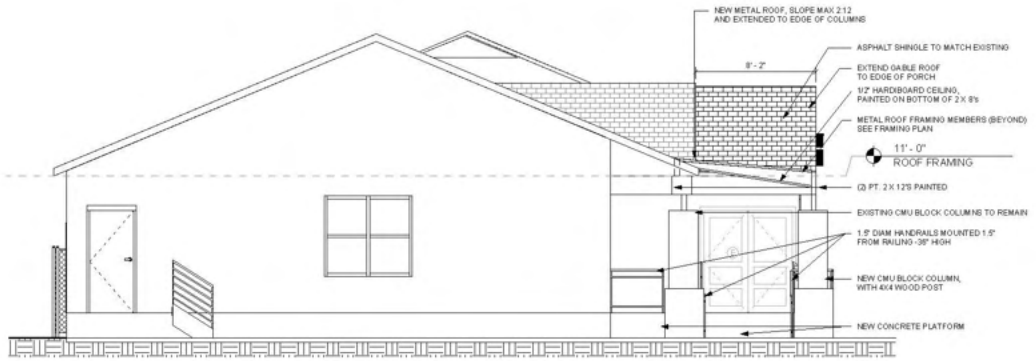
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KISSIMMEE, FLORIDA

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DATE: 01.06.24
SCALE: As Shown
JOB NUMBER: 23145
SHEET: 1



4 / A1.1 EXISTING WEST ELEVATION
SCALE: 1/4" = 1'-0"



5 / A1.1 WEST - NEW
SCALE: 1/4" = 1'-0"

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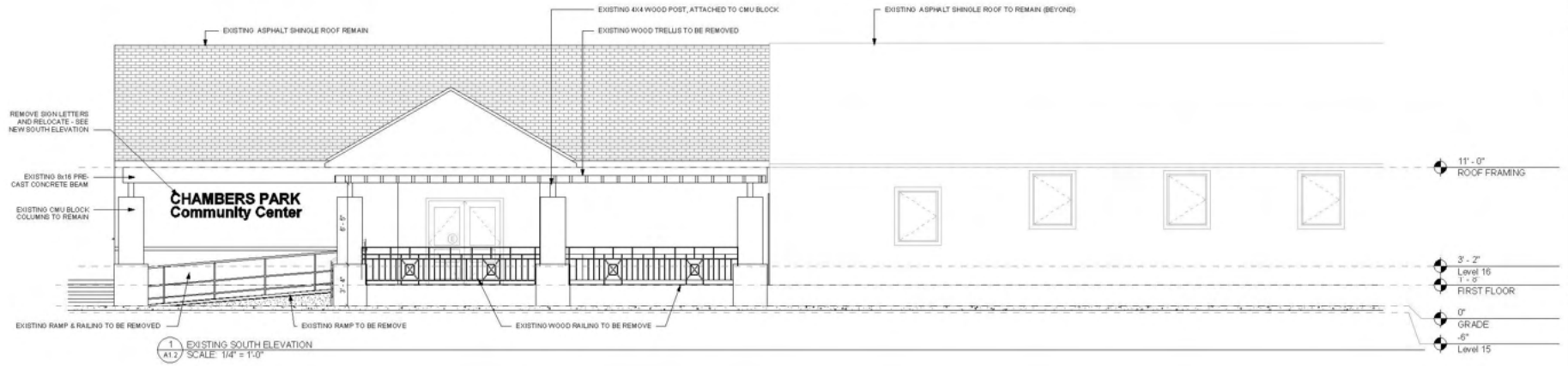
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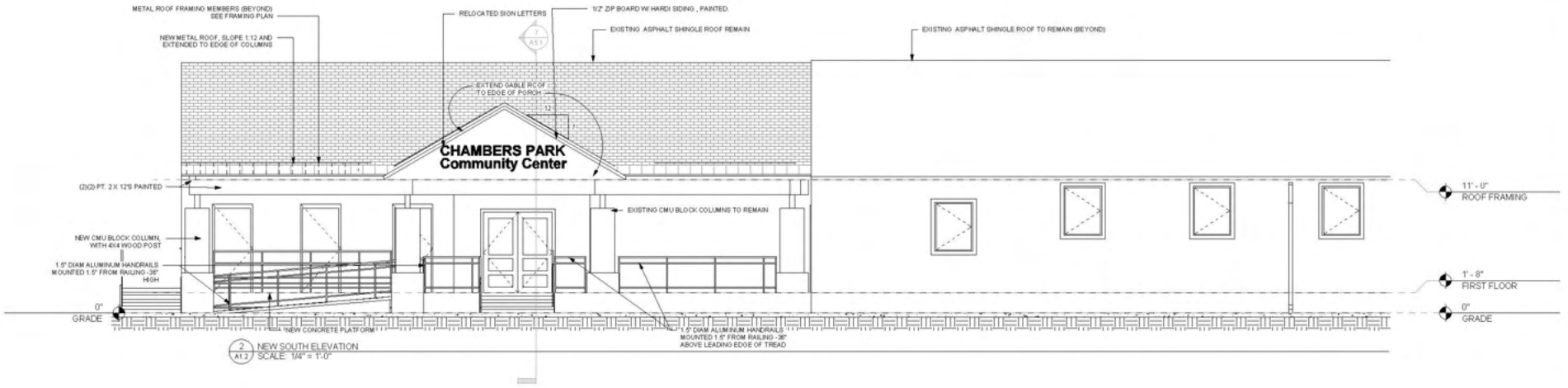
DATE:
01.05.24

SCALE:
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SHEET:
A1.1





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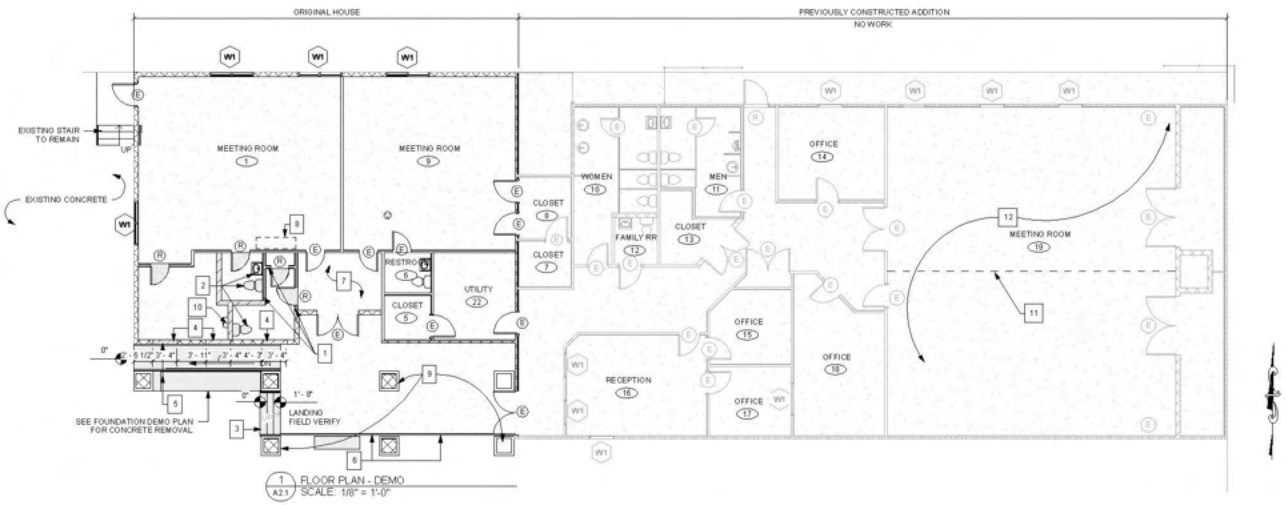
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DEMOPLAN LEGEND

- EXISTING WALL TO BE REMOVED PATCH AND REPAIR ALL SURFACES AS NECESSARY TO MATCH EXISTING FINISHES
- EXISTING WALL TO REMAIN
- EXISTING DOOR TO REMAIN.
- EXISTING DOOR TO BE REMOVED PATCH AND REPAIR ALL SURFACES AS NECESSARY TO MATCH EXISTING FINISHES
- W1 — EXISTING WINDOW TO REMAIN.

NOTES

1. REMOVE INTERIOR WALLS & DOORS AS SHOWN. PATCH AND REPAIR ALL SURFACES AS NECESSARY TO MATCH EXISTING

2. REMOVE EXISTING RESTROOM COMPONENTS: WATER CLOSETS, LAVATORIES, COUNTERS, CABINETS, PARTITIONS, AND ACCESSORIES AS SHOWN. CAP OFF ALL PLUMBING LINES AS NECESSARY, AND PREP FOR INSTALLATION OF NEWPLUMBING.

3. REMOVE STAIRS DOWN TO GRADE LEVEL AND PREPARE FLOOR FOR INSTALLATION OF NEW RAMP.

4. REMOVE EXISTING WINDOW, PREP FOR INSTALLATION OF NEW DOORS, AND FRAME/ JAMB USING EXISTING PRE-CAST LINTEL

5. REMOVE EXISTING RAMP AND RAILING , DOWN TO EXISTING GRADE LEVEL.

6. REMOVE WOOD RAILING AS SHOWN.

7. REMOVE EXISTING DRYWALL CEILING, LIGTHS, AND ALL GRIDS.

8. EXISTING COUNTER TO REMAIN.

9. 4 EXISTING COLUMNS & LIGHTS TO REMAIN.

10. EXISTING ELECTRICAL PANEL TO BE RELOCATED. SEE MEP DRAWINGS.

11. ALTERNATE NO. ONE: REMOVE FOLDING PARTITION. TRACK TO REMAIN.

12. ALTERNATE NO. TWO: REMOVE EXISTING FLOORING AND BASE IN MEETING ROOM IN MEETING ROOM. SEE NEW FLOOR PLAN FOR REPLACEMENT.

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ORLANDO, FLORIDA 32747
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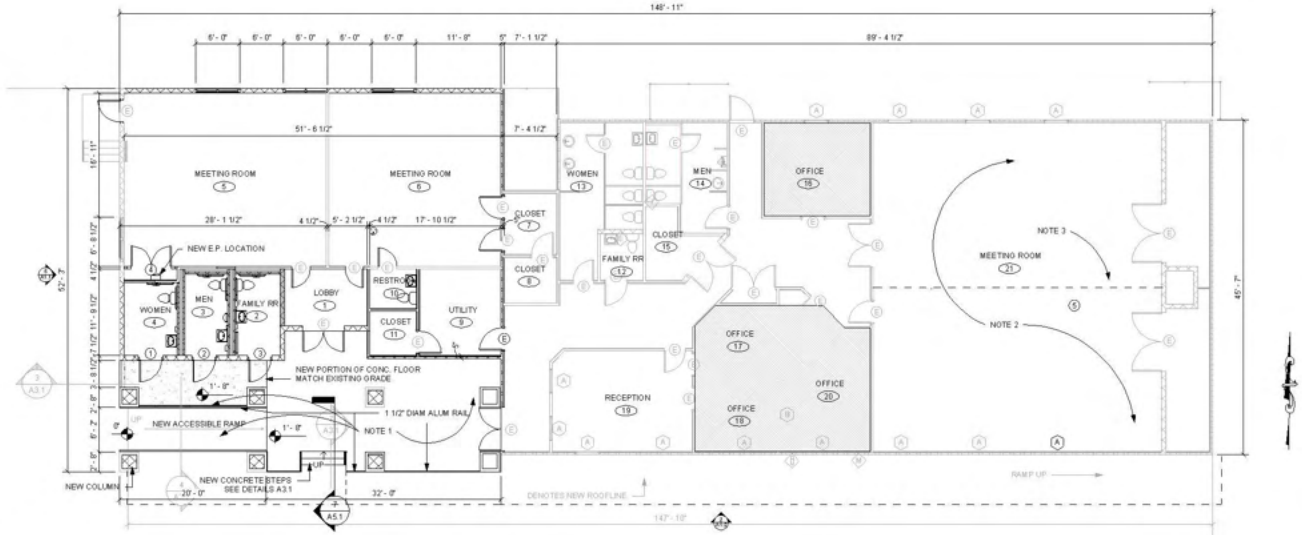
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SHEET: A2.1	

PROPOSED PLAN LEGEND

- NEW 8X8X16 CMU BLOCK WALL, ATTACHED TO EXISTING AND FINISHED TO MATCH
- NEW 4" CMU BLOCK WALL
- EXISTING CMU BLOCK WALL TO REMAIN
- EXISTING CMU BLOCK WALL TO REMAIN
- EXISTING INTERIOR PARTITION TO REMAIN
- (#) PROPOSED NEW DOOR, SEE SCHEDULE
- (E) EXISTING DOOR TO REMAIN
- EXIT LIGHT/EMERGENCY LIGHT COMBO
- EM EMERGENCY LIGHT WITH BATTERY BACKUP
- F.E. FIRE EXTINGUISHER 2A-10B.C. IN CABINET. WALL MOUNTED WHERE TOP OF CABINET IS NOT MORE THAN 5' A.F.F. AND BOTTOM OF CABINET IS NOT LESS THAN 4" A.F.F.



1 A2.2 FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 A2.2 NEW 3D VIEW
SCALE:

NOTES:

1. RAMP AND PORCH TO RECEIVE EPOXY COATING.
2. REPLACE FLOORING AND BASE WITH LVT AND VINYL BASE UNDER ALTERNATE NUMBER TWO.
3. FOLDING PARTITON TO BE REPLACED UNDER ALTERNATE NUMBER ONE.

#	DESCRIPTION	DATE	BY

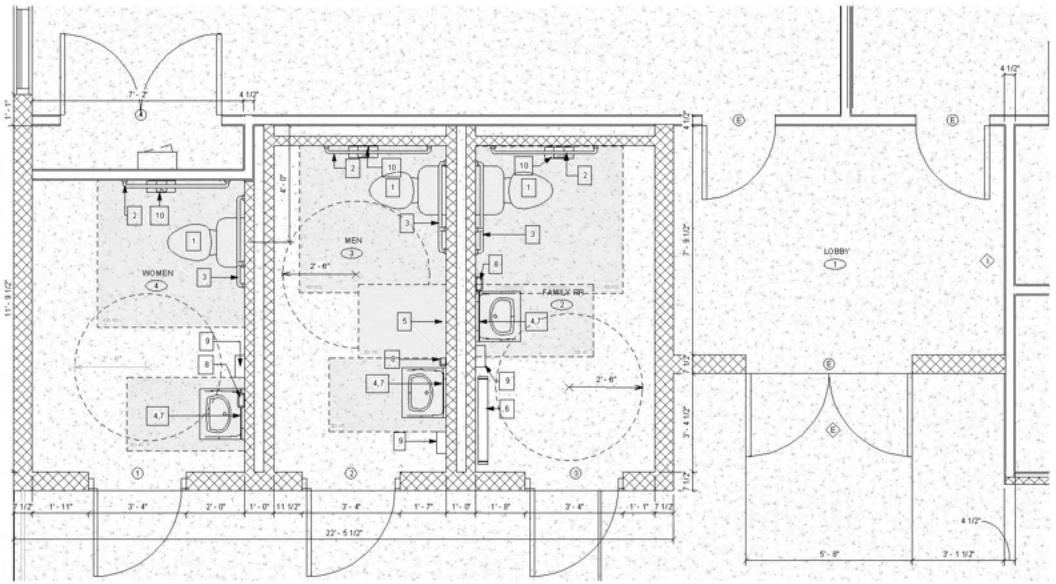
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Date

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COMMUNITY CENTER RENOVATION
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KISSIMMEE, FL 34742

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JOB NUMBER: 23145	
SHEET: A2.2	



1 / A2.3 ENLARGED PLAN
SCALE: 1/2" = 1'-0"

ROOM FINISH SCHEDULE										
NO	NAME	FLOORING		B	WALLS		C H	CEILINGS		REMARKS
		TEXTURED EPOXY	LVT	VINYL COVE BASE	PAINTED GYPSUM BOARD	PAINTED CMU	8'	ACT	GYPSUM	
1	LOBBY		O	O	O	O	O	O		NOTE 1
2	FAMILY RR	O		O		O	O		O	
3	MEN	O		O		O	O		O	
4	WOMEN	O		O		O	O		O	
5	MEETING ROOM									
6	MEETING ROOM									
7	CLOSET									
8	CLOSET									
9	UTILITY									
10	RESTROOM									
11	CLOSET									
12	FAMILY RR									
13	WOMEN									
14	MEN									
15	CLOSET									
16	OFFICE									
17	OFFICE									
18	OFFICE									
19	RECEPTION									
20	OFFICE									
21	MEETING ROOM		O	O						NOTE 1

ALL FINISHES IN THESE ROOMS TO REMAIN AS IS

NOTE #1: LVT IS J & J FLOORING - FRAMEWORK 5MM THICKNESS, 20 MIL WEARLAYER, 9" x 48", HEADER 10 11. INSTALL IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. FINISH SELECTION IS TBD. MEETING ROOM FLOORING AND BASE IS ADDED UNDER ALTERNATE NUMBER TWO. BASE IS TARKETT 4" TRADITIONAL WITH BASE. FINISH SELETION TBD.

DOOR SCHEDULE							
NO.	WIDTH	HEIGHT	DESCRIPTION	DET.	TYPE	HARDWARE
1	3'- 0"	7' - 0"	INSULATED STEEL DOOR IN H .M. FRAME	6	1	3
2	3'- 0"	7' - 0"	INSULATED STEEL DOOR IN H .M. FRAME	6	1	3
3	3'- 0"	7' - 0"	INSULATED STEEL DOOR IN H .M. FRAME	6	1	3
4	5'- 6"	6' - 8"	INT SC WOOD DOOR W/HM FRAME	7	2	2
5	39' - 0"	12' - 9"	OPERABLE PARTITION			
E	<varies>	<varies>	EXISTING DOOR TO REMAIN		<varies>	
R	2' - 6"	6' - 8"	EXISTING DOOR TO BE REMOVED			

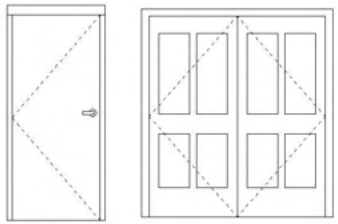
NOTE #1: ALL HARDWARE SHALL BE LEVER TYPE, AND SHALL COMPLY WITH FLORIDA ACCESSIBILITY CODE SECTION 404.2.7 & 309 AND SHALL COMPLY WITH FLORIDA BUILDING CODES SECTION FBC 1008.1.9.1, AND NFPA 101.39.2.2.2.2

FOLDING PARTITON HUFFCOR SERIES 642 PAIRED PANELS USE EXISTING TOP TRACK. FIELD VERIFY ALL DOOR DIMENSIONS PRIOR TO SUBMITTAL OF SHOP DRAWINGS. PANELS ARE APPOXIMATELY 4" THICK AND 48" WIDE. FACE FINISH FACTORY APPLIED VERTICAL RIBBED CARPET. (COLOR TO BE SELECTED FROM STANDARD COLOR SELECTOR). EXPOSED METAL TRIM - BROWN, STC RATING OF 49.

TEXTURED EPOXY: TRU FLAKE BY TRU GRIT COATINGS, 864-670-9270.

TOILET ACCESSORY SCHEDULE			
Number	Desc.	Note	LOCATION
1	WATER CLOSET	SEE PLUMBING	ALL RESTROOMS
2	42" GRAB BAR 1 1/2" DIAM		ALL RESTROOMS
3	36" GRAB BAR 1 1/2" DIAM		ALL RESTROOMS
4	LAVATORY	SEE PLUMBING	ALL RESTROOMS
5	URINAL	SEE PLUMBING	RESTROOM 3 ONLY
6	BABY CHANGER	KOALA KARE KB300-01, HORIZONTAL, GRAY	RESTROOM 2 ONLY
7	MIRROR	KETCHUM 20"X18"X 1/8" STAINLESS STEEL MIRROR	ALL RESTROOMS
8	SOAP DISPENSER	BOBRICK B-2111 SURFACE MOUNTED SOAP DISPENSER	ALL RESTROOMS
9	HAND DRYER	BRADLEY 2923 - 287400 AERIX HAND DRYER	ALL RESTROOMS
10	TOILET PAPER DISPENSER	B-2888 DOUBLE ROLL, SURFACE MOUNTED	ALL RESTROOMS

DOOR TYPE LEGEND

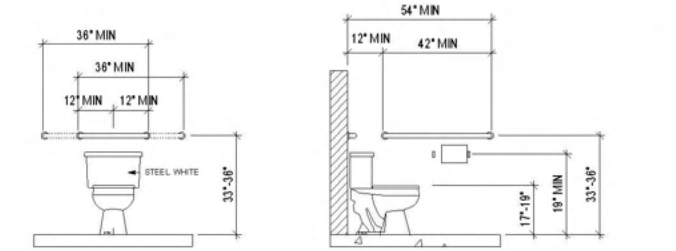


TYPE 1
EXT INSULATED DOOR IN HM FRAME FLUSH

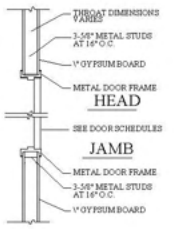
TYPE 2
INTERIOR WOOD DOOR IN HM FRAME FLUSH

HARDWARE TYPES:

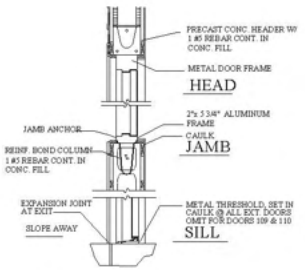
1. EXIT DEVICE W/CLOSER
2. LOCKSET, NO CLOSER
3. PRIVACY W/CLOSER
4. PUSH/PULL W/CLOSER
5. PASSAGE SET, NO CLOSER
6. LOCKSET W/CLOSER
7. PUSH/PULL W/DEADBOLT & FLUSH BOLT.



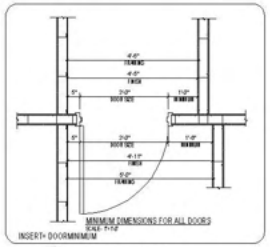
2 / A2.3 WATER CLOSET
SCALE: 3/4" = 1'-0"



7 / A2.3 DOOR DETAIL INTERIOR
SCALE: 3/4" = 1'-0"



6 / A2.3 DOOR DETAIL EXTERIOR
SCALE: 3/4" = 1'-0"



4 / A2.3 DOOR CLEARANCES
SCALE: 1/2" = 1'-0"

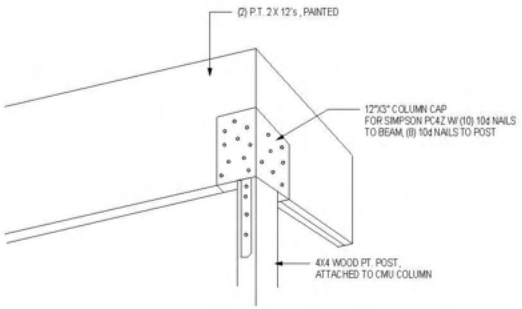
DESCRIPTION	DATE	BY

BUMPUS AND ASSOCIATES, INC.
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AA.C002613

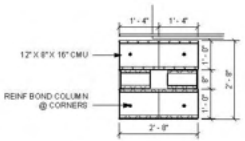
Approved By:
Daniel L. Bumpus
AR. 0008645
Date

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2380 SMITH STREET
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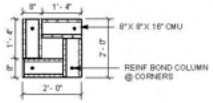
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DATE: 01.06.24
SCALE: AS SHOWN
JOB NUMBER: 23145
SHEET: A2.3



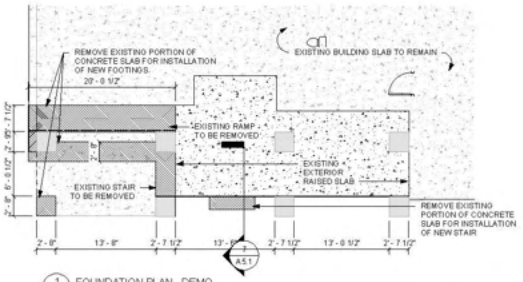
8 A31 LVL TO BEAM
SCALE: 1" = 40'-0"



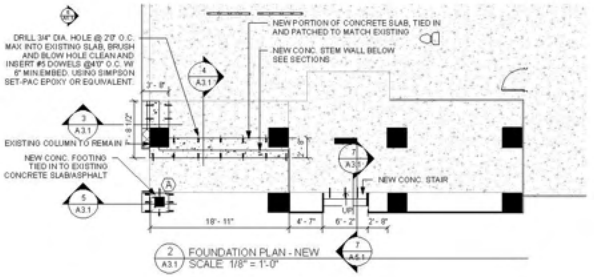
9 A31 BOTTOM COLUMN
SCALE: 1/2" = 1'-0"



10 A31 TOP COLUMN
SCALE: 1/2" = 1'-0"



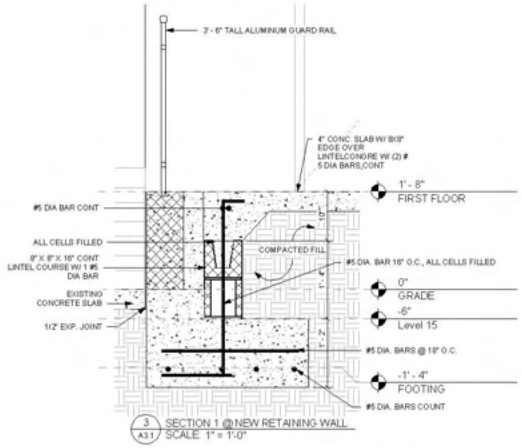
1 A31 FOUNDATION PLAN - DEMO
SCALE: 1/8" = 1'-0"



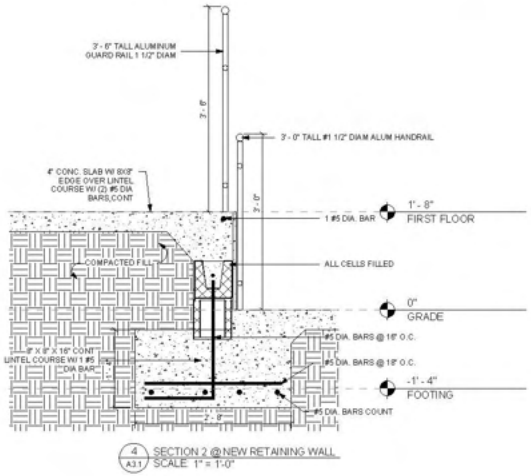
2 A31 FOUNDATION PLAN - NEW
SCALE: 1/8" = 1'-0"

FOOTINGS

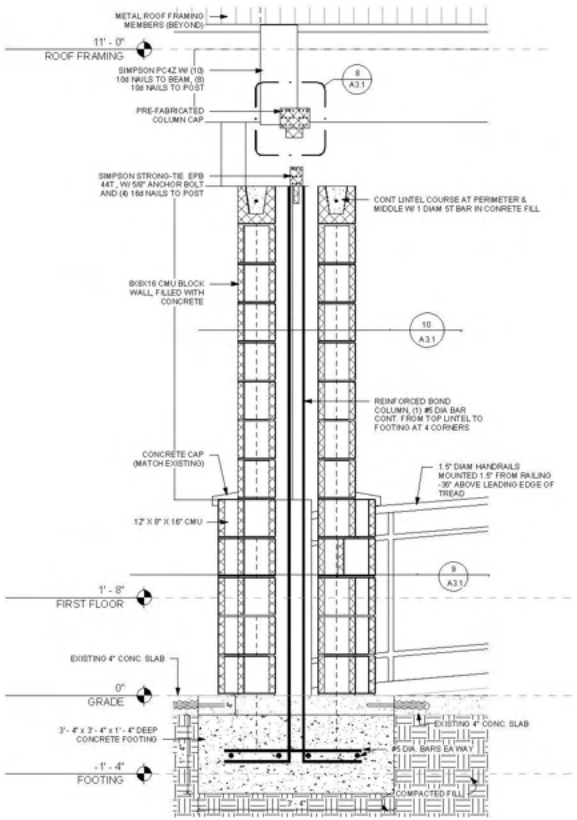
A 3'-4" x 3'-4" x 1'-4" DEEP W/#5ø BAR @ 6" O.C. EACH WAY



3 A31 SECTION 1 @ NEW RETAINING WALL
SCALE: 1" = 1'-0"



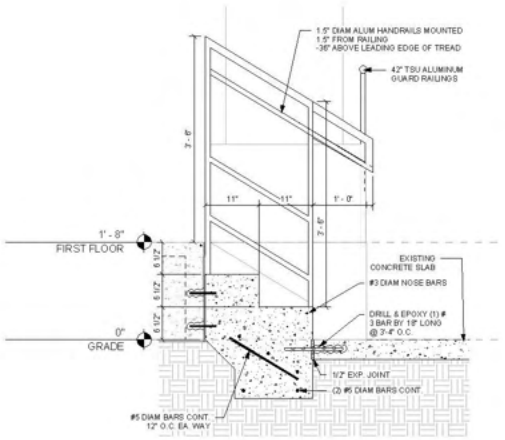
4 A31 SECTION 2 @ NEW RETAINING WALL
SCALE: 1" = 1'-0"



5 A31 NEW CMU COLUMN SECTION
SCALE: 1" = 1'-0"



6 A31 CONC. TIE IN
SCALE: 1" = 1'-0"



7 A31 SECTION @ CONC. STAIR
SCALE: 1" = 1'-0"

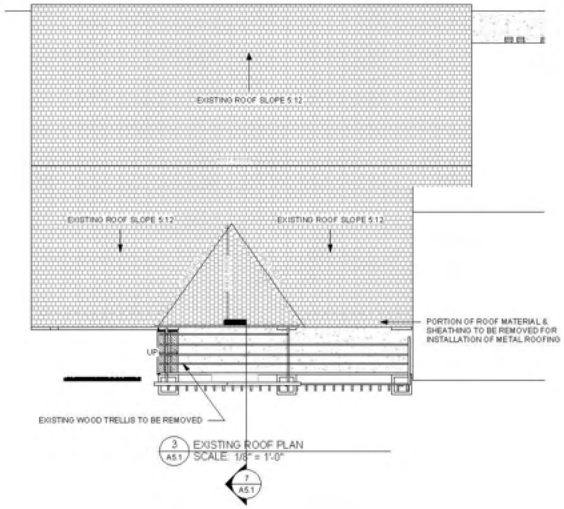
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AA.C002651

BY	DATE	DESCRIPTION

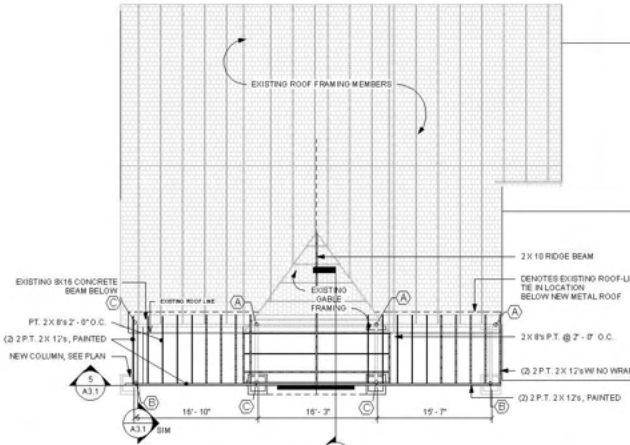
Approved By:
Daniel L. Bumpus
AR. 0008045
Date

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2380 SMITH STREET
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DATE: 01.05.24
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JOB NUMBER: 23145
SHEET: A3.1



3 A5.1 EXISTING ROOF PLAN
SCALE: 1/8" = 1'-0"



1 A5.1 ROOF FRAMING
SCALE: 1/8" = 1'-0"

CONNECTIONS

A. SIMPSON HU212-2 (MAX.) ATTACHED WITH (22) 1/4" x 1 3/4" TITEN TURBO

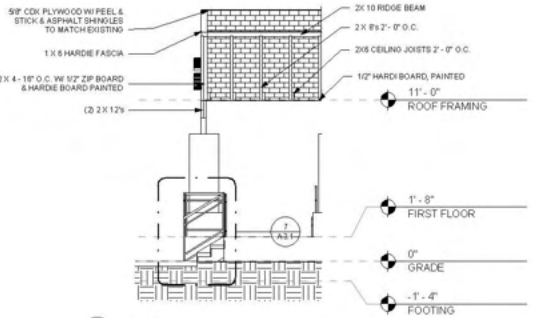
B. SIMPSON BCCI/BCCR COLUMN CAP ATTACHED TO EXISTING 4X4, FROM COLUMN

C. SIMPSON PC42. W (10) 10d NAILS TO BEAM, (8) 10d NAILS TO POST

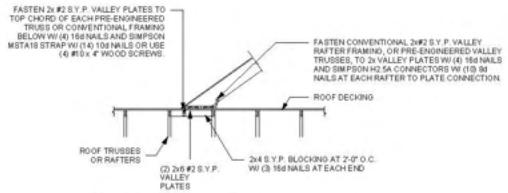
ATTACH B & C WITH 1/4" x 2-1/2" SDS

NOTES:

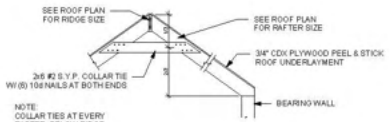
1. METAL ROOFING TO BE MBCI CRAFTSMAN SERIES, 8" BATTENS, COLOR TO BE SELECTED FROM STANDARD COLORS



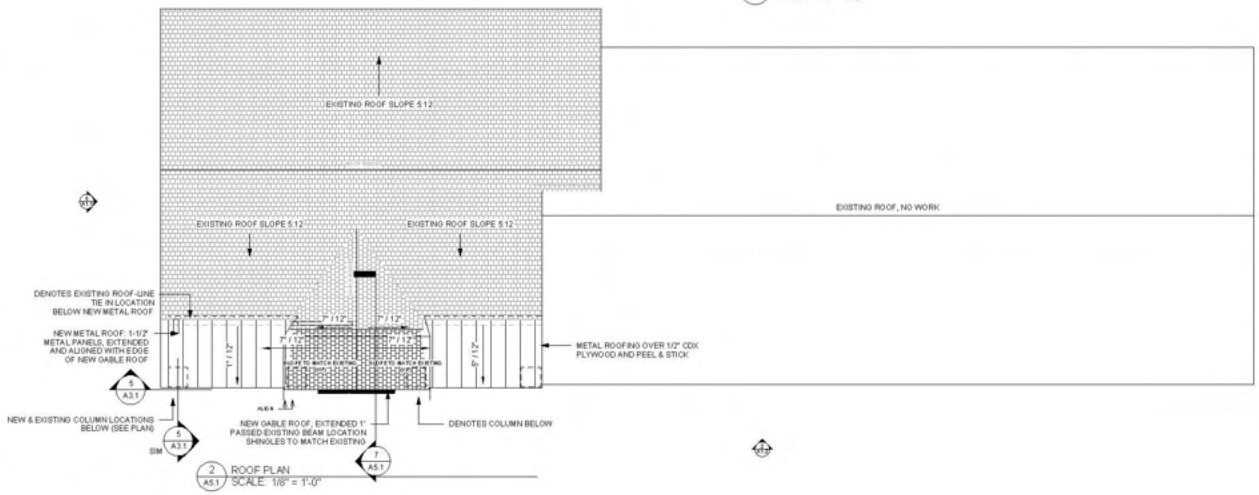
7 A5.1 Section 3
SCALE: 1/4" = 1'-0"



4 A5.1 VALLEY AND RIDGE STRAPPING DETAIL
SCALE: 1/4" = 1'-0"



5 A5.1 COLLAR TIE DETAIL
SCALE: 1/4" = 1'-0"



2 A5.1 ROOF PLAN
SCALE: 1/8" = 1'-0"

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AA C002651

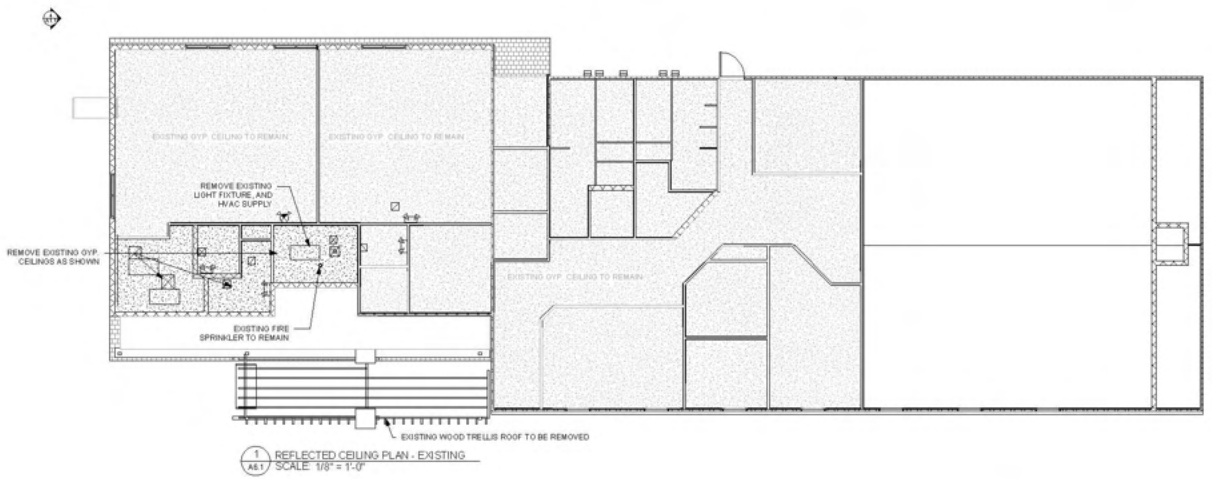
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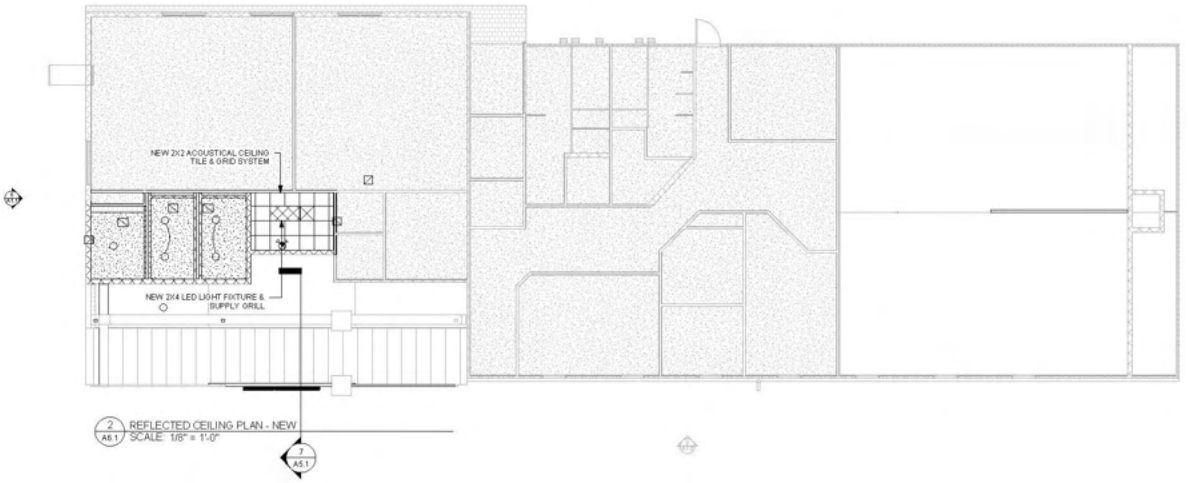
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DATE: 01.05.24
SCALE: AS SHOWN
JOB NUMBER: 23145
SHEET: A5.1

RCP LEGEND

- 1'-0" / 1'-0" — 12" X 12" AIR SUPPLY / RETURN GRILL
- 12" X 12" EXHAUST PLENUM
- 2'X2' LAY- IN HVAC RETURN AIR DIFFUSER GRILL
- 2'X 2' LAY- IN HVAC SUPPLY AIR DIFFUSER REGISTER
- LAY - IN 2 X 4 LED LIGHT
- LAY - IN 2 X 4 LED LIGHT W/ EMERGENCY LIGHT
- LED TRACK LIGHT
- EXIT LIGHT
- EXIT & EMERGENCY LIGHT COMBO
- EM — EMERGENCY LIGHT



1 / A6.1 REFLECTED CEILING PLAN - EXISTING
SCALE: 1/8" = 1'-0"



2 / A6.1 REFLECTED CEILING PLAN - NEW
SCALE: 1/8" = 1'-0"

#	DESCRIPTION	DATE	BY

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Approved By:

Daniel L. Bumpus
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ELECTRICAL SPECIFICATIONS

GENERAL PROVISIONS

A. PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT FOR A COMPLETE AND PROPERLY OPERATING ELECTRICAL SYSTEM, INCLUDE NECESSARY FEES AND PERMITS WITHIN BASE BID.

ARCHITECTURAL, MECHANICAL, PLUMBING AND FIRE PROTECTION DRAWINGS ARE CONSIDERED PART OF THESE CONSTRUCTION DOCUMENTS FOR COORDINATION, EQUIPMENT CONNECTION, HEIGHTS AND LOCATIONS.

B. CODES AND STANDARDS: ALL ELECTRICAL WORK SHALL BE IN STRICT COMPLIANCE WITH THE PROVISIONS OF THE LOCAL GOVERNMENT AUTHORITY; THE NATIONAL ELECTRIC CODE 2020 EDITION; EIGHTH EDITION (2023) FLORIDA BUILDING CODE, THE FLORIDA FIRE PREVENTION CODE 2023, 8TH EDITION, NATIONAL FIRE ALARM CODE NFPA 72 2019 EDITION AND THE CODES AND STANDARDS REFERENCED THEREIN. ALL MATERIALS SHALL BE NEW AND FREE FROM DEFECTS, AND SHALL BEAR THE UNDERWRITER'S LABEL.

C. CONTRACTOR SHALL THOROUGHLY INVESTIGATE SITE BEFORE BIDDING. NO CHANGES WILL BE ALLOWED IN CONTRACT PRICE FOR WORK REQUIRED TO COMPLY WITH EXISTING CONDITIONS.

D. ALL ELECTRICAL WORK SHALL BE DONE IN A NEAT AND WORKMANLIKE MANNER.

E. PROVIDE PHENOLIC NAMEPLATES ON ALL PANELBOARDS, SWITCHBOARDS, DISCONNECTS, TRANSFORMERS, ETC. INDICATING DESIGNATION, VOLTAGE AND WHERE UNIT IS FED FROM. SECURE NAMEPLATES WITH AT LEAST TWO SCREWS OR RIVETS. CEMENTING AND ADHESIVE INSTALLATION NOT ACCEPTABLE. PROVIDE WITH 3/8" TEXT MINIMUM.

F. CONTRACTOR SHALL SCHEDULE ALL DOWN-TIME WITH THE OWNER PRIOR TO BEGINNING THE WORK. PREMIUM/OVERTIME RATES MAY BE REQUIRED AND MUST BE INCLUDED IN BASE BID.

G. CONTRACTOR SHALL THOROUGHLY REVIEW CONSTRUCTION DOCUMENTS AND MAKE SITE VISITS TO VERIFY CONDITIONS WITH CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO SUBMITTING A BID. SUBMISSION OF A BID SHALL INDICATE THAT CONTRACTOR THOROUGHLY REVIEWED CONSTRUCTION DOCUMENTS AND WALKED THE SITE PRIOR TO BID SUBMISSION.

WHEN ENGINEER IS NOT AVAILABLE, OR TIME DOES NOT PERMIT, CONTRACTOR SHALL INCLUDE THE MOST STRINGENT (COSTLY) REQUIREMENTS WITHIN BASE BID.

H. ELECTRICAL CONTRACTOR SHALL FILL UTILITY SERVICE INFORMATION LOAD FORMS AND BUILDING DEPARTMENT ELECTRICAL PERMIT FORMS.

I. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING MANUFACTURERS, SUB-CONTRACTORS, VENDORS AND SUPPLIERS, WITH A COMPLETE SET OF THESE DOCUMENTS PRIOR TO SUBMITTING A BID.

J. GUARANTEE ALL ELECTRICAL SYSTEM MATERIALS AND WORKMANSHIP TO BE FREE FROM DEFECTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE AND PROPERLY CORRECT LATENT DEFECTS ARISING WITHIN THIS PERIOD UPON NOTIFICATION BY THE OWNER'S REPRESENTATIVE WITHOUT ADDITIONAL COMPENSATION.

K. DAILY REMOVE REFUSE AND DEBRIS ACCUMULATING FROM ELECTRICAL CONSTRUCTION AND PRIOR TO ACCEPTANCE OF THIS WORK, LEAVE THE PREMISES "BROOM CLEAN" INSOFAR AS AFFECTED BY ELECTRICAL WORK.

L. ELECTRICAL CONTRACTOR SHALL EXAMINE ARCHITECTURAL, MECHANICAL, PLUMBING AND FIRE PROTECTION DRAWINGS FOR ESTIMATING AND CONSTRUCTION OF THIS PROJECT. SUBMISSION OF A PROPOSAL SHALL BE CONSTRUED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE AND LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIALS REQUIRED FOR CONNECTING AND ENERGIZING EQUIPMENT SHOWN ON THOSE DRAWINGS WILL NOT BE RECOGNIZED. ELECTRICAL CONTRACTOR SHALL COMMUNICATE DISCREPANCIES TO ENGINEER PRIOR SUBMITTING A BID.

M. EQUIPMENT AND DESIGN OF SYSTEMS INDICATED ON THE DESIGN DRAWINGS AND WITHIN THESE SPECIFICATIONS SHALL BE CONSIDERED AS "SPECIFIED STANDARD" OF QUALITY. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN APPROVAL OF THE ENGINEER AT LEAST 10 DAYS PRIOR TO BID DATE.

ANY DEVIATION FROM SPECIFIED EQUIPMENT THAT AFFECT THE INSTALLATION, OPERATION, PERFORMANCE, QUALITY OR LONGEVITY OF THE ELECTRICAL SYSTEMS AS DEFINED HEREIN, SHALL BE REPLACED BY THE ELECTRICAL CONTRACTOR WITH NO ADDITIONAL COST TO THE CLIENT. IN ADDITION, ELECTRICAL CONTRACTOR SHALL PROVIDE THE ENGINEERING WITH PHOTOMETRIC FLOOR PLANS FOR ANY LIGHTING FIXTURE CHANGES FOR APPROVAL AT LEAST 10 DAYS PRIOR TO BID DATE.

BASIC MATERIALS AND METHODS

A. RACEWAYS AND FITTINGS: ALL RACEWAYS AND FITTINGS SHALL BE GALVANIZED RIGID STEEL OR INTERMEDIATE METAL CONDUIT WITH LOCKNUTS AND BUSHINGS, WITH THE EXCEPTION THAT WHERE SPECIFICALLY ALLOWED BY THE NATIONAL ELECTRICAL CODE AND APPLICABLE LOCAL CODES ELECTRICAL METALLIC TUBING (EMT) MAY BE USED FOR ALL INTERIOR EXPOSED AND CONCEALED WORK WHERE IT IS NOT SUBJECT TO PHYSICAL DAMAGE OR CORROSION. FITTINGS SHALL BE STEEL SET SCREW TYPE. PVC COATED GALVANIZED RIGID STEEL ELBOWS SHALL BE USED FOR BELOW GRADE INSTALLATIONS. GALVANIZED RIGID STEEL ELBOW AND VERTICAL TRANSITION METAL COUPLING SHALL BE INSTALLED NO LESS THAN 18" BELOW GRADE.

MC CABLE SHALL BE ALLOWED WHEN APPROVED BY TENANT AND LANDLORD AND IT SHALL BE INSTALLED AS PER ARTICLE 330 OF THE NEC. NO BX CABLE ALLOWED. INSTALL EXPANSION FITTINGS IN RACEWAYS EVERY 200' LINEAR RUN OR WHEREVER STRUCTURAL EXPANSION JOINTS ARE CROSSED.

B. RACEWAYS PASSING THROUGH EXTERIOR WALLS MUST BE FILLED WITH AN APPROVED SEALANT MATERIAL TO PREVENT THE CIRCULATION OF WARM AIR TO A COOLER SECTION OF THE RACEWAY. SEALANT MUST BE IDENTIFIED FOR USE WITH CABLE INSULATION, CONDUCTOR INSULATION, BARE CONDUCTOR, SHIELD, OR OTHER COMPONENTS IN THE RACEWAY.

C. PROVIDE PULL STRING IN ALL EMPTY CONDUITS.

D. FINAL CONNECTIONS TO MOTORS OR EQUIPMENT SUBJECT TO VIBRATION SHALL BE MADE UP WITH GREENFIELD IN DRY LOCATIONS AND WITH JACKETED, LIQUID-TIGHT, FLEXIBLE, GALVANIZED STEEL CONDUIT IN WET OR DAMP LOCATIONS.

E. CONDUCTORS: FEEDER AND BRANCH CIRCUIT CONDUCTORS SHALL BE THWN-2 COPPER (MINIMUM SIZE #12 UNLESS OTHERWISE NOTED). PER NEC 110.14 (C)(1)(a)(b) CONDUCTOR AMPACITY BASED ON 60°C COLUMN FOR CIRCUITS RATED 100 AMPS OR LESS, OR #1 AWG OR LESS CONDUCTORS AND 75°C COLUMN FOR CIRCUITS RATED OVER 100 AMPS, OR LARGER THAN #1 AWG CONDUCTORS PER TABLE NEC 310.16. NO ALUMINUM SHALL BE PERMITTED UNLESS SPECIFICALLY NOTED OTHERWISE. INSTALL ALL WIRING IN CONDUIT OR APPROVED RACEWAYS UNLESS OTHERWISE INDICATED. PROVIDE #10 AWG FOR BRANCH CIRCUITS OVER 100 FEET IN LENGTH TO ACCOUNT FOR VOLTAGE DROP. PROVIDE #10 GROUND TO CORRESPOND. ALL BRANCH CIRCUITS SHALL CARRY AN EQUIPMENT GROUNDING CONDUCTOR, AND BE WIRED WITH COLOR-CODED WIRE WITH SAME COLOR USED FOR A PHASE THROUGHOUT. COLOR-CODE SHALL BE AS FOLLOWS:

120/208 VOLT: PHASE A – BLACK; PHASE B – RED;
PHASE C –BLUE; NEUTRAL – WHITE; GROUND – GREEN.

PUSH-IN WIRE CONNECTORS ARE NOT PERMITTED. LEVER-LOCK CONNECTORS ARE PERMITTED.

F. LOCATE ALL DEVICES AND EQUIPMENT WHERE SHOWN ON DRAWINGS. ALL DIMENSIONS SHOWN ON THE DRAWINGS ARE FROM FINISHED FLOOR TO THE CENTER OF THE DEVICE UNLESS OTHERWISE INDICATED. STANDARD MOUNTING HEIGHTS ARE AS FOLLOWS:

DEVICES	HEIGHT AFF AT DEVICE CENTER
1. ELECTRICAL OUTLETS	18" NOTE 1
2. ELECTRICAL OUTLETS ABOVE COUNTER	42" NOTE 1
3. TELEPHONE	18" NOTE 1
4. WALL TELEPHONE	48"
5. LIGHT SWITCHES	42" NOTE 1
6. THERMOSTATS	SEE MECH SPECS
7. FIRE ALARM NOTIFICATION DEVICES	80" TO BOTTOM OF DEVICE/GLASS
8. DISCONNECT SWITCHES	60" TO TOP
9. PANELBOARDS	72" TO TOP
10. EXIT SIGNS	AS NECESSARY
11. SPECIAL DEVICES	AS NECESSARY NOTE 1

NOTE 1: ELECTRICAL CONTRACTOR SHALL VERIFY WITH PROJECT SUPERINTENDENT FOR OUTLETS EXACT LOCATIONS AND MOUNTING HEIGHTS PRIOR TO ROUGH-IN.

G. DISCONNECT SWITCHES: HEAVY DUTY, FUSED OR NON-FUSED AS CALLED FOR ON DRAWINGS. PROVIDE SOLID NEUTRAL CONNECTION WHERE REQUIRED. USE NEMA-1 INDOORS AND NEMA-3R OUTDOORS. ALL DISCONNECT SWITCHES SHALL BE PROVIDED WITH GROUND LUG KIT.

H. ELECTRICAL CONTRACTOR SHALL REVIEW ONE LINE POWER RISER DIAGRAM IN CONJUNCTION WITH SWITCHGEAR MANUFACTURER REPRESENTATIVE TO CROSS REFERENCE POWER RISER WITH PANEL SCHEDULES AND VERIFY VOLTAGES, AMPS, LUGS SIZES/NUMBER AND CABINETS DIMENSIONS PRIOR TO SUBMITTING A BID.

I. EXERCISE CARE IN CONNECTING THE VARIOUS ELECTRICAL LOADS TO THE PANELS IN ORDER TO ARRIVE AT A REASONABLE BALANCE BETWEEN LOADS IN EACH PHASE AT EACH PANEL. MAKE TESTS AND ADJUST LOADS AT EACH PANEL TO RESULT IN REASONABLY BALANCED LOAD CONDITION.

J. MATERIALS SHALL BE NEW AND UNUSED AND THE CATALOGUED PRODUCTS OF MANUFACTURERS REGULARLY ENGAGED IN THE PRODUCTION OF SUCH MATERIALS. THE MATERIALS SHALL BE OF THE MANUFACTURER'S LATEST STANDARD DESIGN THAT COMPLIES WITH THE SPECIFICATION REQUIREMENTS. ALL MATERIALS SHALL BE PROVIDED WITH UL LABELS.

K. LIGHTING

1. LIGHTING FIXTURES SHALL BE AS SHOWN ON THE DRAWING AND SHALL BE FURNISHED WITH LAMPS INSTALLED.
2. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING CEILING TYPES PRIOR TO ORDERING LIGHT FIXTURES
3. LIGHT FIXTURES SHALL BE SUPPORTED WITH #12 GAUGE WIRE FROM BUILDING STRUCTURE AND NOT FROM CEILING GRID. SECURE TWO OPPOSITE CORNERS TO STRUCTURE.
4. LUMINAIRES MUST NOT BE INSTALLED LESS THAN 1 1/2 INCHES BELOW METAL ROOF DECKING
5. RUN A GROUNDED NEUTRAL CONDUCTOR TO ALL SWITCH AND DIMMER BOXES

L. ALL GROUNDING SHALL CONFORM TO ARTICLE 250 OF THE NEC REQUIREMENTS. IN ADDITION THERETO AS IMPOSED BY THE DRAWINGS AND THE LOCAL CODE ENFORCEMENT AUTHORITIES HAVING JURISDICTION.

M. FIRE ALARM:

1. PROVIDE A COMPLETE DESIGN-BUILT (HORN/STROBE) FIRE ALARM SYSTEM TO COMPLY WITH 7TH EDITION OF THE FLORIDA FIRE PREVENTION CODE 2023, 8TH EDITION, NFPA 72 2019 EDITION, FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION 2020 EDITION, AND LOCAL JURISDICTION REQUIREMENTS. DO NOT BID PER PLANS. DEVICES SHOWN FOR REFERENCE ONLY. FIRE ALARM CONTRACTOR SHALL PROVIDE A FIRE ALARM SYSTEM THAT PASSES ALL APPLICABLE CODES.
2. PANEL TO BE ANALOG ADDRESSABLE CLASS B CIRCUITS WITH PROGRAMMABLE RELAYS FOR SHUTDOWN, SOLENOID ACTIVATION, ETC. AND INPUT MODULES AND DETECTORS.
3. HORN/STROBE TO MEET DB AND CANDELA AS PER ADA AND NFPA-72 REQUIREMENTS, REFER TO NFPA 72 TABLES 18.5.5.7.1(A), 18.5.5.7.1(B), AND A18.5.5.7.1 AS A BASE POINT AND FIGURE 18.5.5.7.1.
4. VISIT THE SITE AND BECOME FAMILIAR WITH EXISTING FIRE ALARM SYSTEM. PROVIDE NECESSARY UPGRADES, POINTS, POWER EXPANDERS, AMPLIFIERS, ETC. IF SYSTEM IS OBSOLETE OR INCOMPATIBLE WITH NEW DEVICES, CONTRACTOR SHALL PROVIDE A ONE-LINE COST PRICE FOR ITS REPLACEMENT AT BID TIME.
5. ELECTRICAL CONTRACTOR SHALL OBTAIN THE SERVICES OF THE LANDLORD FIRE ALARM CONTRACTOR FOR DESIGN, INSTALLATION AND PERMITTING OF THE FIRE ALARM WORK. INCLUDE COST WITHIN BASE BID.
6. PROVIDE SIGNED AND SEALED FIRE ALARM SHOP DRAWINGS PREPARED BY A LICENSED PROFESSIONAL ENGINEER IN THE EMPLOYMENT OF THIS CONTRACTOR FOR BUILDING DEPARTMENT REVIEW AND PERMIT.
7. SMOKE DETECTORS SHALL NOT BE LOCATED LESS THAN 3'-0" FROM HVAC GRILLES. (DRAWINGS SHOW GENERAL LOCATION ONLY.)
8. FIRE ALARM SYSTEM CABLES SHALL BE #14 COPPER MINIMUM ENCLOSED IN 3/4" OR LARGER EMT CONDUIT FOR NOTIFICATION. SIGNAL LINE CIRCUIT PER MANUFACTURER'S SPECIFICATIONS. BOXES FOR DEVICES SHALL BE 2 1/8" DEEP.
9. CONNECT NEW FIRE ALARM DEVICES TO EXISTING FIRE ALARM SYSTEM. WIRE PER MANUFACTURER RECOMMENDATIONS. PROVIDE NEW MODULES AND UPGRADES AS REQUIRED. MATCH EXISTING DEVICES.
10. FINAL QUANTITY OF STROBE/HORNS MAY BE INCREASED BY FIRE MARSHALL AT FINAL INSPECTION. INCLUDE CONTINGENCY FOR 6 ADDITIONAL STROBE/HORNS AND 6 SMOKE DETECTORS IN BASE BID. FIRE ALARM CONTRACTOR SHALL REFER TO FIRE PROTECTION DRAWINGS AND PROVIDE TAMPER SWITCHES AT EACH FIRE PROTECTION SHUT-OFF VALVE.
11. FLORIDA ADMINISTRATIVE CODE COMPLIANCE 61G15:
    a) PROVIDE 24 HOUR BATTERY BACK-UP WITH 15 MINUTES OF RUN TIME AT END FOR ALL EQUIPMENT AND DEVICES. PROVIDE BATTERY CALCULATIONS VOLTAGE DROP CALCULATIONS PER UL 864 11TH EDITION WITH SHOP DRAWINGS AND SUBMITTALS.
    b) SHOW REQUIRED INTER-TIES TO ALL EXISTING FIRE ALARM SYSTEM COMPONENTS AND/OR EXISTING AND NEW SYSTEMS REQUIRED TO MAKE SYSTEMS OPERATE AS ONE PER NFPA.
    c) PROVIDE AUDIBLE NOTIFICATION 15 DECIBEL ABOVE AMBIENT NOISE LEVELS. SEE NFPA 72 APPENDIX A TABLE A.18.4.4 AS BASE POINT. PROVIDE VISUAL NOTIFICATION PER NFPA 72 18.5. APPENDIX A, TABLE A18.5.3.3 AND FLORIDA BUILDING CODE.
    d) STROBES WITHIN SAME VISUAL RANGE SHALL SYNCHRONIZE. IF THIS REQUIREMENT CANNOT BE ACCOMPLISHED WITH THE EXISTING DEVICES, FIRE ALARM CONTRACTOR SHALL INCLUDE COST OF REPLACEMENT IN BASE BID. PROVIDE SYNCHRONIZING MODULES AS NECESSARY.
    e) TWO GROUPS OF VISIBLE NOTIFICATION APPLIANCES, WHERE VISUAL APPLIANCES OF EACH GROUP ARE SYNCHRONIZED, IN THE SAME ROOM OR ADJACENT SPACE WITHIN THE FIELD OF VIEW SHALL SYNCHRONIZE. THIS SHALL INCLUDE SYNCHRONIZATION OF STROBES OPERATED BY SEPARATE SYSTEMS.
    f) MORE THAN TWO VISIBLE NOTIFICATION APPLIANCES OR GROUPS OF SYNCHRONIZED APPLIANCES IN THE SAME ROOM OR ADJACENT SPACE WITHIN THE FIELD OF VIEW SHALL FLASH IN SYNCHRONIZATION.
    g) WHEN AN EXISTING SPACE OPENS INTO AN ADJACENT SPACE DUE TO WALLS BEING DEMOLISHED, NOTIFICATION DEVICES OF BOTH SIDES WITHIN SAME FIELD OF VIEW SHALL SYNCHRONIZE. REFER TO ARCHITECTURAL DRAWINGS.
    h) CONDUCTORS SHALL BE U.L. LISTED FPLP MANUFACTURED AND INSTALLED PER NFPA 72 SECTION 760. PROVIDE POWER LIMITED SYSTEM. EXPOSED CABLES IN PLENUMS SHALL BE RATED FOR THE USE. CABLES AT OR LOWER THAN 7'-0" AFF SHALL BE SLEEVED.
12. NFLPA CIRCUIT CONDUCTORS 760.49.
    (A) SIZES AND USE. ONLY COPPER CONDUCTORS SHALL BE PERMITTED TO BE USED FOR FIRE ALARM SYSTEMS. SIZE 18 AWG AND 16 AWG CONDUCTORS SHALL BE PERMITTED TO BE USED, PROVIDED THEY SUPPLY LOADS THAT DO NOT EXCEED THE AMPACITIES GIVEN IN TABLE 402.5 AND ARE INSTALLED IN A RACEWAY, AN APPROVED ENCLOSURE, OR A LISTED CABLE. CONDUCTORS LARGER THAN 16 AWG SHALL NOT SUPPLY LOADS GREATER THAN THE AMPACITIES GIVEN IN 310.15, AS APPLICABLE.
    (B) INSULATION. INSULATION ON CONDUCTORS SHALL BE SUITABLE FOR 600 VOLTS. CONDUCTORS LARGER THAN 16 AWG SHALL COMPLY WITH ARTICLE 310. CONDUCTORS 18 AWG AND 16 AWG SHALL BE TYPE KF-2, KFF-2, PAFF, PTFF, PF, PFF, PGF, PGFF, PTFF, RFH-2, RFHH-2, RFHH-3, SF-2, SFF-2, TF, TFF, TFN, 18,16 14/12 THHN OR THWN, ZF, OR ZFF. CONDUCTORS WITH OTHER TYPES AND THICKNESS OF INSULATION SHALL BE PERMITTED IF LISTED FOR NON-POWER-LIMITED FIRE ALARM CIRCUIT USE.
    (C) CONDUCTOR MATERIALS. CONDUCTORS SHALL BE SOLID OR STRANDED COPPER FOR FPLR OR FPLP CONDUCTORS SHALL BE SOLID.
    (D) CONDUCTORS UNDERGROUND OR UNDER THE SLAB SHALL BE WET ENVIRONMENT OR DIRECT BURIAL RATED AND SURGE PROTECTED. TERMINATE PER MANUFACTURER'S INSTRUCTIONS.
13. AUDIO/VISUAL DEVICES SHALL BE SET AS REQUIRED BY BUILDING USE CONDITIONS, MINIMUM OF 0.25W IN COMMON AREA AND 0.125W IN PRIVATE OFFICES. PROVIDE AMPLIFIER CALCS (WATTS USED/WATTS SPARE.
14. PROVIDE FIRE ALARM CONTROL MODULE TO INTERLOCK WITH SOUND SYSTEM.
15. COORDINATE WITH ELEVATOR SUPPLIER FOR ALL REQUIREMENTS OF ELEVATOR RECALL AS PER ALL APPLICABLE CODES.
16. PROVIDE SURGE PROTECTION DEVICES ON ALL 120 VAC CONNECTIONS.
17. PROVIDE SURGE PROTECTION DEVICES ON FIRE ALARM CONDUCTORS ENTERING OR EXITING THE BUILDING AND ON UNDERGROUND CONDUCTORS RUNS.
18. ADDRESSABLE MODULES SHALL NOT BE INSTALLED OUTSIDE, WHETHER IN AN ENCLOSURE OR NOT. THEY SHOULD BE INSTALLED INDOORS WITH A SURGE PROTECTOR DEVICE BETWEEN THEM AND THE EXTERIOR DEVICE THEY ARE MONITORING.
19. FIELD COORDINATE AUDIO/VISUAL APPLIANCES FINAL LOCATIONS SO THEY ARE NOT BLOCKED BY EQUIPMENT OR OTHER APPURTENANCES PRIOR TO ROUGH-IN. MAKE ADJUSTMENTS AS NECESSARY.
20. THESE PLANS ARE CONCEPTUAL IN NATURE PER FLORIDA STATUTE 61G15-32.008.

N. FINAL QUANTITY OF LIFE SAFETY ITEMS MAY BE INCREASED BY FIRE MARSHALL AT FINAL INSPECTION. PROVIDE ALTERNATE (ADDER) WITH UNIT PRICE FOR FURNISHING AND INSTALLING THE FOLLOWING ITEMS:

1. EXIT SIGNS
2. EMERGENCY LIGHT
3. STROBE/HORN
4. DUCT SMOKE DETECTOR

O. SUBMITTALS: SUBMIT ELECTRONIC SUBMITTALS VIA E-MAIL FORMATTED AS PDF FILE.

P. CONDUIT PENETRATIONS THROUGH FIRE RATED PARTITIONS SHALL BE SEALED USING AN UL APPROVED SYSTEM. REFER TO ARCHITECTURAL FLOOR PLAN FOR LOCATION OF FIRE RATED PARTITIONS. PROVIDE ACOUSTICAL FOAM SEALANT AT ALL DEVICES ON DEMISING PARTITIONS. IF PARTITION IS FIRE RATED, PROVIDE FIREPROOF COMPOUND ON BACK AND SIDES OF THE BOX. WHERE TELEPHONE AND ELECTRICAL OUTLETS APPEAR ON PLANS AS BACK TO BACK, OUTLETS SHALL BE STAGGERED TO REDUCE NOISE TRANSMISSION. WHERE WALLS AND PARTITIONS ARE REQUIRED TO HAVE A MINIMUM OF 1-HOUR FIRE-RESISTANCE RATING, BOXES SHALL BE SEPARATED BY A MINIMUM HORIZONTAL DISTANCE OF 24 INCHES OR PROTECTED WITH UL LISTED PUTTY PADS.

Q. FINAL QUANTITY OF EXIT AND EMERGENCY LIGHTS MAY BE INCREASED BY FIRE MARSHALL AT FINAL INSPECTION. INCLUDE CONTINGENCY FOR 3 ADDITIONAL EXIT LIGHTS AND 3 ADDITIONAL EMERGENCY LIGHTS IN BASE BID.

R. ELECTRICAL CONTRACTOR MAY COMBINE CIRCUITS IN A COMMON RACEWAY AS LONG AS CONDUCTORS ARE DERATED AS PER NEC TABLE 310-15(C)(1). SHARED NEUTRAL SHALL NOT BE ALLOWED UNLESS OTHERWISE INDICATED. CIRCUITS SHARING A COMMON NEUTRAL MUST HAVE COMMON TRIP CIRCUIT BREAKERS TO ALLOW ALL TO BE TURNED OFF SIMULTANEOUSLY, AS PER NEC 210.4(B).

S. ELECTRICAL CONTRACTOR SHALL INCLUDE CORE DRILLING, CUTTING AND PATCHING FOR THE INSTALLATION OF HIS/HER WORK WITHIN BASE BID.

T. CLEAN ALL NEW AND EXISTING LIGHT FIXTURES, LAMPS AND LENSES AND PANELBOARD INTERIORS PRIOR TO FINAL ACCEPTANCE.

U. PROVIDE PDFS WITH ACCURATE ELECTRICAL RECORD DRAWINGS AT THE COMPLETION OF THE PROJECT.

V. CONTRACTOR REPRESENTS THAT HIS BID IS BASED UPON THE MANUFACTURER'S MATERIALS AND EQUIPMENT DESCRIBED IN THE CONTRACT DOCUMENTS.

W. THE CEILING SPACE OF THIS PROJECT IS A RETURN AIR PLENUM. ALL MATERIALS IN THIS AREA MUST BE PLENUM RATED AND MEET THE REQUIREMENTS OF SECTION 602 OF THE F.M.C.

X. ELECTRICAL CONTRACTOR SHALL INSTRUCT OWNER REPRESENTATIVE REGARDING EQUIPMENT OPERATION AND MAINTENANCE AT COMPLETION OF WORK. PROVIDE OWNER WITH ALL MANUALS PERTAINING TO THE PROJECT.

Y. LOW VOLTAGE CABLES FOR SECURITY SYSTEM, AV SYSTEM, TELEPHONE SYSTEM AND DATA SYSTEM ARE NOT PART OF THIS ENGINEER'S SCOPE OF WORK. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH LOW VOLTAGE VENDOR(S) FOR BOXES AND RACEWAYS LOCATIONS, SIZES AND ROUTING PRIOR TO ROUGH-IN.

Z. MINIMUM EMERGENCY ILLUMINATION SHALL BE PROVIDED FOR A PERIOD OF 1 1/2 HOURS IN THE EVENT OF FAILURE OF NORMAL LIGHTING, WITHIN THE WORK AREAS EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF 1 FOOTCANDLE (10 LUX) AND A MINIMUM AT ANY POINT OF 0.1 FOOTCANDLE (1 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL.

FIREFIGHTERS RADIO NOTE

BASE BID:
CONTRACTOR SHALL PROCURE THE SERVICES OF A THIRD PARTY VENDOR TO TEST THE PUBLIC SAFETY BF RADIO COVERAGE. WITHIN THE PROJECT SCOPE OF WORK, AND DETERMINE WHETHER A NEW DAS SYSTEM IS REQUIRED PER FLORIDA FIRE PREVENTION CODE 8TH EDITION CHAPTER 11 SECTION 11.10.1 AND NFPA 72 2019 EDITION CHAPTER 24 SECTION 24.9. CONTRACTOR SHALL SUBMIT TEST REPORTS AND RECOMMENDATIONS TO THE FIRE MARSHALL AS REQUESTED BY BUILDING PERMIT COMMENTS.

BID ALTERNATE:
CONTRACTOR TO PROVIDE PRICING FOR A COMPLETE IN-BUILDING BF RADIO COVERAGE SYSTEM FOR THE PUBLIC SAFETY RADIO AS SET FORTH IN FLORIDA FIRE PREVENTION CODE 8TH EDITION CHAPTER 11 SECTION 11.10.1 AND NFPA 72 2019 EDITION CHAPTER 24 SECTION 24.9 AND SHALL BE VERIFIED AS COMPLIANT PER THE CODES ABOVE AND THE AHJ. THE SYSTEM SHALL BE INSTALLED BY A TURN-KEY FIRM SPECIALIZING IN THE TRADE, TO INCLUDE NECESSARY SHOP DRAWINGS, FREQUENCY ENHANCING EQUIPMENT, INSTALLATION, TESTING, AND MONITORING TO SATISFY CODE AND AHJ REQUIREMENTS. CHANGE ORDERS FOR ADDITIONAL EQUIPMENT SHALL NOT BE PERMITTED. CONTRACTOR PROVIDING THIS PRICING SHALL BE INDEPENDENT OF THE THIRD PARTY VENDOR THAT PERFORMED THE PUBLIC SAFETY RADIO TEST AS PART OF BASE BID.

SUBSCRIPT LEGEND:

E EXISTING DEVICE/LIGHT AND ASSOCIATED CIRCUIT WIRING TO REMAIN. PROVIDE ALL NECESSARY EXTENSION OF CONDUIT AND WIRING AS REQUIRED, IN ORDER TO MAINTAIN CIRCUIT CONTINUITY TO EXISTING EQUIPMENT TO REMAIN.

ER EXISTING DEVICE/LIGHT TO BE REPLACED WITH NEW DEVICE/LIGHT.

ERL EXISTING DEVICE/LIGHT TO BE RELOCATED. JUNCTION AND EXTEND EXISTING CONDUIT AND WIRING TO NEW LOCATION AS REQUIRED.

RL NEW LOCATION OF EXISTING DEVICE/LIGHT. PROVIDE EXTENSION OF EXISTING CONDUIT AND WIRING AS REQUIRED. (PROVIDE NEW SWITCHING AS INDICATED)

R EXISTING DEVICE/LIGHT TO BE REMOVED. WHERE EXISTING EQUIPMENT TO REMAIN IS FED VIA EXISTING EQUIPMENT TO BE REMOVED, PROVIDE ALL NECESSARY EXTENSION OF CONDUIT AND WIRING AS REQUIRED IN ORDER TO MAINTAIN CIRCUIT CONTINUITY TO EXISTING EQUIPMENT.

N DEVICE/LIGHT TO MATCH EXISTING BUILDING STANDARDS.

NOTE

THE INTENT OF THESE CONCEPTUAL FIRE ALARM DESIGN DRAWINGS IS TO PROVIDE THE CRITERIA AND PERFORMANCE SPECIFICATIONS FOR THE FIRE ALARM CONTRACTOR TO PROVIDE COMPLETE FIRE ALARM SIGNED AND SEALED DRAWINGS AND SUBMITTALS PREPARED BY A LICENSED PROFESSIONAL ENGINEER IN THEIR EMPLOYMENT (DELEGATED DESIGN) TO MEET FLORIDA STATUTE 61G15-32.008.

ENERGY CONSERVATION CODE COMPLIANCE

1. THIS DESIGN COMPLIES WITH FBC ENERGY CONSERVATION EIGHTH EDITION (2023) CHAPTER 4, SECTION C405 FOR ELECTRICAL POWER AND LIGHTING SYSTEMS.
2. THIS DESIGN COMPLIES WITH 8TH EDITION (2023) OF FBC ENERGY CONSERVATION CHAPTER 4 ARTICLE C405.5.3 FOR FEEDER AND BRANCH CIRCUIT VOLTAGE DROP.
3. WITHIN 30 DAYS AFTER THE DATE OF SYSTEM ACCEPTANCE, RECORD DRAWINGS OF THE ACTUAL INSTALLATION SHALL BE PROVIDED TO THE BUILDING OWNER, INCLUDING:
   a. A SINGLE DIAGRAM OF THE BUILDING ELECTRICAL DISTRIBUTION SYSTEM AND
   b. FLOOR PLANS INDICATING LOCATION AND AREA SERVED FOR ALL DISTRIBUTION. (REF: FBC-EC C405.5.4.1 – 8TH EDITION).
4. AN OPERATING MANUAL AND MAINTENANCE MANUAL BE PROVIDED TO THE BUILDING OWNER. THE MANUALS SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:
   a. SUBMITTAL DATA STATING EQUIPMENT RATING AND SELECTED OPTIONS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE.
   b. OPERATION MANUALS AND MAINTENANCE MANUALS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. REQUIRED ROUTINE MAINTENANCE ACTIONS SHALL BE CLEARLY IDENTIFIED.
   c. NAMES AND ADDRESSES OF AT LEAST ONE QUALIFIED SERVICE AGENCY. (REF: FBC-EC 405.5.4.2 – 8TH EDITION).

WIRE SIZE REQUIRED FOR BRANCH CIRCUITS AT LESS THAN 5% VOLTAGE DROP

		1.25 (50')	1.25 (75')	1.25 (100')	1.25 (125')	1.25 (150')	1.25 (175')
120V	20A	#12	#10	#8	#8	#6	#6
	30A	#10	#8	#6	#6	#6	#4
	40A	#8	#6	#4	#4	#4	#3
	50A	#8	#6	#4	#4	#3	#2
208V 1Φ	20A	#12	#12	#12	#10	#10	#8
	30A	#10	#10	#10	#8	#8	#6
	40A	#8	#8	#8	#8	#6	#6
	50A	#8	#8	#8	#6	#6	#4
	60A	#8	#6	#6	#6	#4	#4
	70A	#4	#4	#4	#4	#4	#3
	80A	#3	#3	#3	#3	#2	#1
	90A	#2	#2	#2	#2	#2	#1
	100A	#1	#1	#1	#1	#1/0	#1/0
208V 3Φ	20A	#12	#12	#12	#10	#10	#8
	30A	#10	#10	#10	#8	#8	#6
	40A	#8	#8	#8	#8	#6	#6
	50A	#8	#8	#8	#6	#6	#4
	60A	#8	#6	#6	#6	#4	#4
	70A	#4	#4	#4	#4	#4	#4
	80A	#3	#3	#3	#3	#2	#1
	90A	#2	#2	#2	#2	#2	#1
	100A	#1	#1	#1	#1	#1/0	#1/0

CALCULATED USING COPPER WIRE AT 75° C.

TABLE ABOVE FOR REFERENCE ASSUMING FULLY RATED CIRCUIT AT 80% OF AMPACITY. CONDUCTORS FOR FEEDERS AND BRANCH CIRCUITS COMBINED SHALL BE SIZED FOR A MAXIMUM OF 5% VOLTAGE DROP TOTAL. WHERE UNGROUNDED CONDUCTORS ARE INCREASED IN SIZE, EQUIP

LIGHTING COMMISSIONING

LIGHTING SYSTEM FUNCTIONAL TESTING CONTROLS FOR AUTOMATIC LIGHTING SYSTEMS SHALL COMPLY WITH SECTION C408.3.

FUNCTIONAL TESTING:
TESTING SHALL ENSURE THAT CONTROL HARDWARE AND SOFTWARE ARE CALIBRATED, ADJUSTED, PROGRAMMED AND IN PROPER WORKING CONDITION IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND MANUFACTURER'S INSTALLATION INSTRUCTIONS. FUNCTIONAL TESTING SHALL BE PERFORMED BY CONTRACTOR AND MANUFACTURER'S REPRESENTATIVE IN THE PRESENCE OF THE CLIENT REPRESENTATIVE AT THE COMPLETION OF THE PROJECT. SCHEDULE A SECOND TESTING WITH OWNER REPRESENTATIVE AFTER FACILITY HAS BEEN IN OPERATION FOR TWO OR THREE MONTHS. WHERE REQUIRED BY THE CODE OFFICIAL, AN APPROVED PARTY INDEPENDENT FROM THE DESIGN OR CONSTRUCTION OF THE PROJECT SHALL BE RESPONSIBLE FOR THE FUNCTIONAL TESTING AND SHALL PROVIDE DOCUMENTATION TO THE CODE OFFICIAL CERTIFYING THAT THE INSTALLED LIGHTING CONTROLS MEET THE PROVISIONS OF SECTION C405, INCLUDE ALL COSTS WITHIN BASE BID.

FOR OCCUPANT SENSORS, TIME SWITCHES, PROGRAMMABLE SCHEDULE CONTROL PHOTO SENSORS OR DAY LIGHTING CONTROLS THE FOLLOWING PROCEDURES SHALL BE PERFORMED.

1. CONFIRM THAT THE PLACEMENT, SENSITIVITY AND TIME-OUT ADJUSTMENTS FOR OCCUPANT SENSORS YIELD ACCEPTABLE PERFORMANCE.
2. CONFIRM THAT THE TIME SWITCHES AND PROGRAMMABLE SCHEDULE CONTROLS ARE PROGRAMMED TO TURN THE LIGHTS OFF.
3. CONFIRM THAT THE PLACEMENT AND SENSITIVITY ADJUSTMENTS FOR PHOTOSENSOR CONTROLS REDUCE ELECTRIC LIGHT BASED ON THE AMOUNT OF USABLE DAYLIGHT IN THE SPACE AS SPECIFIED.

ELECTRICAL OUTLETS AND BOXES NOTES

1. AN OUTLET BOX OF THE APPROPRIATE SIZE AND TYPE SHALL BE PROVIDED FOR ALL LIGHTING FIXTURES, SWITCHES, RECEPTACLES, ETC
2. ALL SWITCHES AND RECEPTACLES SHALL BE SPECIFICATION GRADE 20A MINIMUM UNLESS OTHERWISE NOTED. COORDINATE COLOR WITH ARCHITECT PRIOR TO ORDERING.
3. THE ELECTRICAL CONTRACTOR SHALL COORDINATE EXACT MOUNTING OF RECEPTACLES SERVING ELECTRIC WATER COOLERS TO INSURE THAT THE POWER CORD IS FULLY CONCEALED. REFER TO EQUIPMENT INSTALLATION INSTRUCTIONS FOR EXACT MOUNTING HEIGHTS AND LOCATIONS PRIOR TO ROUGH-IN.
4. ALL RECEPTACLES LOCATED OUTDOOR SHALL BE WEATHER RESISTANT. COVERS SHALL BE "WHILE-IN-USE" TYPE. COVER SHALL BE IDENTIFIED AND LISTED AS "EXTRA-DUTY".
5. PROVIDE 4 11/16"x 4 11/16"x 2 1/8" SQUARE BOX AND 1" CONDUIT STUB-UP TO ACCESSIBLE CEILING FOR TELEPHONE AND DATA OUTLETS. TERMINATE CONDUITS 6" ABOVE CEILING IN ACCESSIBLE SPACE WITH 90° BEND INSULATED BUSHINGS AND PULL STRING. COORDINATE WITH TENANTS DATA/TELEPHONE CONTRACTOR FOR FURTHER ELECTRICAL AND RACEWAYS REQUIREMENTS PRIOR TO ROUGH-IN. CABLING BY OTHERS.
6. ALL JUNCTION BOX COVERS SHALL BE MARKED WITH PANEL CIRCUIT NUMBER AND VOLTAGE WITH PERMANENT BLACK MARKER.
7. PROVIDE LABELS ON POWER POLES INDICATING PANEL AND CIRCUIT NUMBER.
8. JUNCTION BOXES SHALL NOT BE MOUNTED TO THE PARTITION TOP PLATE.
9. PROVIDE ACOUSTICAL FOAM AND SEALANT AT ALL DEVICES ON DEMISING PARTITIONS. IF PARTITION IS FIRE RATED, PROVIDE FIREPROOF COMPOUND ON BACK AND SIDES OF THE BOX.
10. WHERE TELEPHONE AND ELECTRICAL OUTLETS APPEAR ON PLANS AS BACK TO BACK, OUTLETS SHALL BE STAGGERED TO REDUCE NOISE TRANSMISSION. WHERE WALLS AND PARTITIONS ARE REQUIRED TO HAVE A MINIMUM OF 1-HOUR FIRE-RESISTANCE RATING, BOXES SHALL BE SEPARATED BY A MINIMUM HORIZONTAL DISTANCE OF 24" INCHES OR PROTECTED WITH UL LISTED PUTTY PADS.
11. WHEN PRYONG FLOOR BOXES OF POKE-THRU DEVICES, ELECTRICAL CONTRACTOR SHALL INCLUDE X-RAY OF SLAB, CORE DRILLING, FIREPROOFING, AND PROTECTION OF FLOOR BELOW.
12. GROUNDING OF RECEPTACLES AND FIXED EQUIPMENT IN PATIENT CARE AREAS SHALL COMPLY WITH NEC ARTICLE 517.13 (A) AND (B).
13. RECEPTACLES LOCATED IN THE FOLLOWING AREAS SHALL BE LISTED TAMPER RESISTANT:
    a) DWELLING UNITS, INCLUDING ATTACHED AND DETACHED GARAGES AND ACCESSORY BUILDINGS TO DWELLING UNITS AND COMMON AREAS OF MULTIFAMILY DWELLINGS.
    b) GUEST ROOMS AND GUEST SUITES OF HOTELS, MOTELS AND THEIR COMMON AREAS.
    c) CHILD CARE FACILITIES.
    d) PRESCHOOLS AND EDUCATION FACILITIES.
    e) BUSINESS OFFICES, CORRIDORS, WAITING ROOMS AND THE LIKE IN CLINICS, MEDICAL AND DENTAL OFFICES AND OUTPATIENT FACILITIES
    f) SUBSET OF ASSEMBLY OCCUPANCIES INCLUDING PLACES OF AWAITING TRANSPORTATION, GYMNASIUMS, SKATING RINKS AND AUDITORIUMS.
    g) DORMITORY UNITS.
    h) ASSISTED LIVING FACILITIES.
14. GROUND FAULT PROTECTION FOR APPLIANCES SHALL BE ACCOMPLISHED BY MEANS OF GFCI CIRCUIT BREAKERS, NO GFCI RECEPTACLES.
15. GFCI PROTECTION SHALL BE PROVIDED FOR 120V RECEPTACLES SERVING AS HVAC EQUIPMENT SERVICE RECEPTACLES REGARDLESS OF INDOOR OR OUTDOOR INSTALLATION.
16. THE FOLLOWING APPLIANCES RATED 150V OR LESS TO GROUND AND 60A OR LESS, SINGLE OR 3-PHASE, SHALL BE PROVIDED WITH GFCI PROTECTION:
    a) AUTOMOTIVE VACUUM MACHINES
    b) DRINKING WATER COOLERS AND BOTTLE FILL STATIONS
    c) CORD AND PLUG CONNECTED HIGH PRESSURE SPRAY WASHING MACHINES
    d) TIRE INFLATION MACHINES
    e) VENDING MACHINES
    f) SUMP PUMPS
    g) DISHWASHERS
17. ALL 125V-250V RECEPTACLES INSTALLED IN THE FOLLOWING LOCATIONS AND SUPPLIED BY SINGLE-PHASE BRANCH CIRCUITS RATED 150V OR LESS TO GROUND, 50A OR LESS, AND ALL RECEPTACLES SUPPLIED BY THREE-PHASE BRANCH CIRCUITS RATED 150V OR LESS TO GROUND, 100A OR LESS, SHALL HAVE GFCI PROTECTION FOR PERSONNEL
    a) BATHROOMS
    b) KITCHENS OR AREAS WITH A SINK AND PERMANENT PROVISIONS FOR EITHER FOOD PREPARATION OR COOKING
    c) ROOFTOPS
    d) OUTDOORS
    e) SINKS – WHERE RECEPTACLES ARE INSTALLED WITHIN 6' FROM THE TOP INSIDE EDGE OF THE BOWL OF THE SINK
    f) INDOOR DAMP AND WET LOCATIONS
    g) LOCKER ROOMS WITH ASSOCIATED SHOWERING FACILITIES
    h) GARAGES, ACCESSORY BUILDINGS, SERVICE BAYS, AND SIMILAR AREAS OTHER THAN VEHICLE EXHIBITION HALLS AND SHOWROOMS
    i) CRAWL SPACES – AT OR BELOW GRADE LEVEL
    j) UNFINISHED AREAS OF BASEMENTS
    k) LAUNDRY AREAS
    l) BATHTUBS AND SHOWER STALLS – WHERE RECEPTACLES ARE INSTALLED WITHIN 6' OF THE OUTSIDE EDGE OF THE BATHTUB OR SHOWER STALL
18. ALL 120V, SINGLE-PHASE, 15A AND 20A BRANCH CIRCUITS SUPPLYING OUTLETS OR DEVICES INSTALLED IN THE FOLLOWING LOCATIONS SHALL BE AFCI PROTECTED BY ANY OF THE MEANS DESCRIBED IN 210.12(A)(1) THROUGH (6):
    a) DWELLING UNIT: KITCHENS, FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUNROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS, LAUNDRY AREAS, OR SIMILAR ROOMS OR AREAS
    b) DORMITORY UNIT: BEDROOMS, LIVING ROOMS, HALLWAYS, CLOSETS, BATHROOMS, AND SIMILAR ROOMS
    c) GUEST ROOMS AND GUEST SUITES OF HOTELS AND MOTELS AND PATIENT SLEEPING ROOMS IN NURSING HOMES AND LIMITED CARE FACILITIES
19. OUTLETS SUPPLYING ALL POOL MOTORS ON BRANCH CIRCUITS RATED 150V OR LESS TO GROUND AND 60A OR LESS, SINGLE OR 3-PHASE SHALL BE PROVIDED WITH CLASS A GFCI PROTECTION.

EXISTING CONDITIONS GENERAL NOTES

1. VISIT AND CAREFULLY EXAMINE THOSE PORTIONS OF THE BUILDING AND SITE AFFECTED BY THIS WORK BEFORE SUBMITTING PROPOSALS, SO AS TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND DIFFICULTIES THAT WILL AFFECT EXECUTION OF THE WORK. SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE AND LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIALS REQUIRED BECAUSE OF DIFFICULTIES ENCOUNTERED WILL NOT BE RECOGNIZED.

   UTILITIES AND SERVICES INDICATED ARE TAKEN FROM FIELD OBSERVATION AND/OR EXISTING RECORD DOCUMENTS. IT IS TO BE UNDERSTOOD THAT UNFORESEEN CONDITIONS PROBABLY EXIST AND NEW WORK MAY NOT BE FIELD LOCATED EXACTLY AS SHOWN ON THE DRAWINGS. COOPERATION WITH OTHER TRADES IN ROUTING AND/OR BURIAL DEPTHS, AS DETERMINED DURING CONSTRUCTION AND AS DIRECTED BY THE ARCHITECT/ENGINEER, MAY BE NECESSARY. IT IS ALSO UNDERSTOOD THAT THE PLANS ARE NOT COMPLETELY TO SCALE. THIS CONTRACTOR IS TO FIELD VERIFY DIMENSIONS OF ALL SITE UTILITIES, ETC., PRIOR TO BID.
2. ELECTRICAL CONTRACTOR SHALL TRACE LIGHTING AND POWER BRANCH CIRCUITS TO IDENTIFY CIRCUITS SERVING AREA WITHIN SCOPE OF WORK. PROVIDE UPDATED TYPEWRITTEN PANEL SCHEDULES AT COMPLETION OF WORK.
3. DISCONNECT ELECTRICAL SYSTEMS IN WALLS, FLOORS AND CEILINGS TO BE REMOVED. REMOVE EXISTING POWER, LIGHTING, SYSTEMS, MATERIAL AND EQUIPMENT WHICH ARE MADE OBSOLETE OR WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT.
   a. REINSTALL ANY SUCH POWER, LIGHTING, SYSTEMS, MATERIALS AND EQUIPMENT WHICH ARE REQUIRED TO REMAIN ACTIVE FOR THE FACILITY TO BE FULLY FUNCTIONAL.
4. EXISTING OUTLET BOXES AND CONDUIT WHICH ARE LOCATED PROPERLY FOR NEW WORK MAY BE REUSED FOR NEW DEVICES AND WIRE.
5. ALL CONDUIT AND WIRE REMOVED SHALL BE TAKEN BACK TO THE SOURCE OF SUPPLY.
6. INSTALL A BLANK COVER PLATE WHERE REQUIRED.
7. EXISTING LIGHT FIXTURES BEING REUSED SHALL BE REPAIRED, CLEANED AND RELAMPED.
8. ALL UNUSED RACEWAYS WITHIN ACCESSIBLE SPACES SHALL BE COMPLETELY REMOVED. REMOVE ALSO ASSOCIATED CONDUCTORS, JUNCTION BOXES, FASTENERS AND SUPPORTS.
9. REMOVE CONDUCTORS FROM EXISTING FLOOR BOXES BEING DEMOLISHED TO SOURCE OF SUPPLY. PATCH SURFACES AS DIRECTED BY GENERAL CONTRACTOR.
10. WHERE EXISTING EQUIPMENT OR MATERIALS ARE REMOVED OR CHANGED, ALL BRANCH CONDUITS, WHICH NO LONGER ARE IN SERVICE, SHALL BE REMOVED AS DIRECTED BY THE ARCHITECT. IF, IN THE COURSE OF THE WORK, OUTLETS ARE COVERED UP OR OTHERWISE RENDERED INACCESSIBLE, ALL WIRING TO SAME SHALL BE REMOVED TO THE SOURCE. IF A CIRCUIT THAT MUST REMAIN IN SERVICE IS INTERRUPTED THEREBY, IT SHALL BE RECONNECTED BY THE MOST INCONSPICUOUS MEANS SO AS TO REMAIN OPERATIONAL, WITH SAME CAPACITY AS BEFORE. ALL BUILDING SURFACES DAMAGED, AND OPENINGS LEFT BY REMOVAL OF BOXES, PIPING OR OTHER EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR. ALL HOLES LEFT IN JUNCTION BOXES, SWITCHES, PANELS, ETC. SHALL BE CLOSED.
11. WHERE NEW OPENINGS ARE CUT AND CONCEALED CONDUITS, ETC., ARE ENCOUNTERED, THEY SHALL BE REMOVED OR RELOCATED AS REQUIRED. WHERE CONDUIT TO BE REMOVED STUBS THROUGH FLOORS, WALLS, AND CEILINGS, SUCH CONDUIT SHALL BE REMOVED TO THE POINT WHERE THE FINISH SURFACES CAN BE PATCHED ADEQUATELY SO THAT NO EVIDENCE OF THE FORMER INSTALLATION REMAINS.
12. ALL REUSABLE DEVICES, FIXTURES AND EQUIPMENT SHALL BECOME THE PROPERTY OF THE OWNER. ALL OTHER SALVAGE AND DEBRIS SHALL BE REMOVED FROM THE PREMISES DAILY.
13. ABANDONED LOW VOLTAGE CABLES WITHIN CEILING SPACES SHALL BE REMOVED/TAGGED AS PER ARTICLE 800.25 OF THE NFPA-70.
14. THIS CONTRACTOR SHALL FURNISH AND PROVIDE ALL DEMOLITION REQUIRED TO ACCOMMODATE THIS PROJECT WHETHER INDICATED ON DRAWINGS, OR DIRECTED IN THE FIELD.

ELECTRICAL SYMBOL LEGEND

(NOT ALL SYMBOLS USED ON THIS PROJECT)

- RECESSED LUMINAIRE
- EXISTING RECESSED LUMINAIRE TO BE REMOVED AND/OR RELOCATED
- INCANDESCENT, HID COMPACT FLUORESCENT FIXTURE OR LED – CEILING MOUNTED, WALL MOUNTED
- EXIT SIGN FIXTURE, SHADED QUADRANT INDICATES FACE, WITH ARROWS AS SHOWN ON PLAN – CEILING MOUNTED, WALL MOUNTED
- EXIT/EMERGENCY LIGHT
- EMERGENCY LIGHTING FIXTURE
- S S_2 S_3 S_4 1-POLE, 2-POLE, 3-WAY, 4-WAY SWITCH
- M M_2 OCCUPANCY SENSORS. REFER TO LIGHTING PLAN
- DUPLEX RECEPTACLE AT 18", ABOVE COUNTER AT 42", ISOLATED GROUND TYPE
- $GFCI$ GROUND FAULT TYPE SELF TESTING DUPLEX RECEPTACLE
- C CEILING MOUNTED DUPLEX RECEPTACLE
- (2) DUPLEX RECEPTACLES IN SINGLE OUTLET BOX WITH SINGLE COVER PLATE AT 18", ABOVE COUNTER AT 42"
- E WALL OUTLET/RECEPTACLE – EXISTING
- T TAMPER RESISTANT DUPLEX RECEPTACLE
- TELEPHONE/DATA OUTLET, PROVIDE 4 11/16"x 4 11/16"x 2 1/8" SQUARE BOX AND 1" CONDUIT TO ACCESSIBLE CEILING. CONFIRM WITH VENDOR PRIOR TO ROUGH-IN
- FINAL CONNECTION TO EQUIPMENT
- JUNCTION BOX, MOTOR CONNECTION, TRANSFORMER
- DISCONNECT SWITCH, STARTER OR CONTACTOR, COMBINATION STARTER/DISCONNECT
- CONNECTION TO GROUND
- 120/208V OR 120/240V PANELBOARD
- 277/480V PANELBOARD
- FAAP FIRE ALARM ANNUNCIATOR PANEL
- FACP FIRE ALARM CONTROL PANEL, PROVIDE 120VAC
- F MANUAL PULL STATION
- F SPEAKER/STROBE, FLUSH MOUNTED ON WALL "C" INDICATES CEILING MOUNTED
- F HORN/STROBE, FLUSH MOUNTED ON WALL "C" INDICATES CEILING MOUNTED
- F STROBE ONLY, FLUSH MOUNT ON WALL "C" INDICATES CEILING MOUNTED
- S SMOKE DETECTOR
- BRANCH CIRCUIT CONDUIT CONCEALED ABOVE CEILING OR IN WALL, SLASH MARKS INDICATE NUMBER OF CONDUCTORS. LONGER SLASH IS NEUTRAL, (GROUND WIRE NOT SHOWN): 2 #12 – 1 #12 GROUND MINIMUM (UNLESS OTHERWISE NOTED OR MARKED); LONGER SLASH WITH HATCH MARK INDICATES ISOLATED GROUND. ISOLATED GROUND CONDUCTOR SHALL BE GREEN WITH A YELLOW STRIPE. QUANTITY OF ARROWS INDICATE QUANTITY OF HOMERUNS TO PANELBOARD. PROVIDE EQUIPMENT GROUNDING CONDUCTOR IN ALL BRANCH CIRCUITS. CIRCUITS SHARING A COMMON NEUTRAL MUST HAVE A COMMON TIE HANDLE ON THE CIRCUIT BREAKERS TO ALLOW ALL TO BE TURNED OFF SIMULTANEOUSLY.
- BRANCH CIRCUIT CONDUIT CONCEALED BELOW SLAB OR UNDERGROUND. CIRCUITS SHARING A COMMON NEUTRAL MUST HAVE A COMMON TIE HANDLE ON THE CIRCUIT BREAKERS TO ALLOW ALL TO BE TURNED OFF SIMULTANEOUSLY.

PENINSULA ENGINEERING INC.
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23446

Review Not For Construction
Jan 15, 2024 - 11:51am

Bryan G. Spangler, PE.
FL Reg. No. 64601

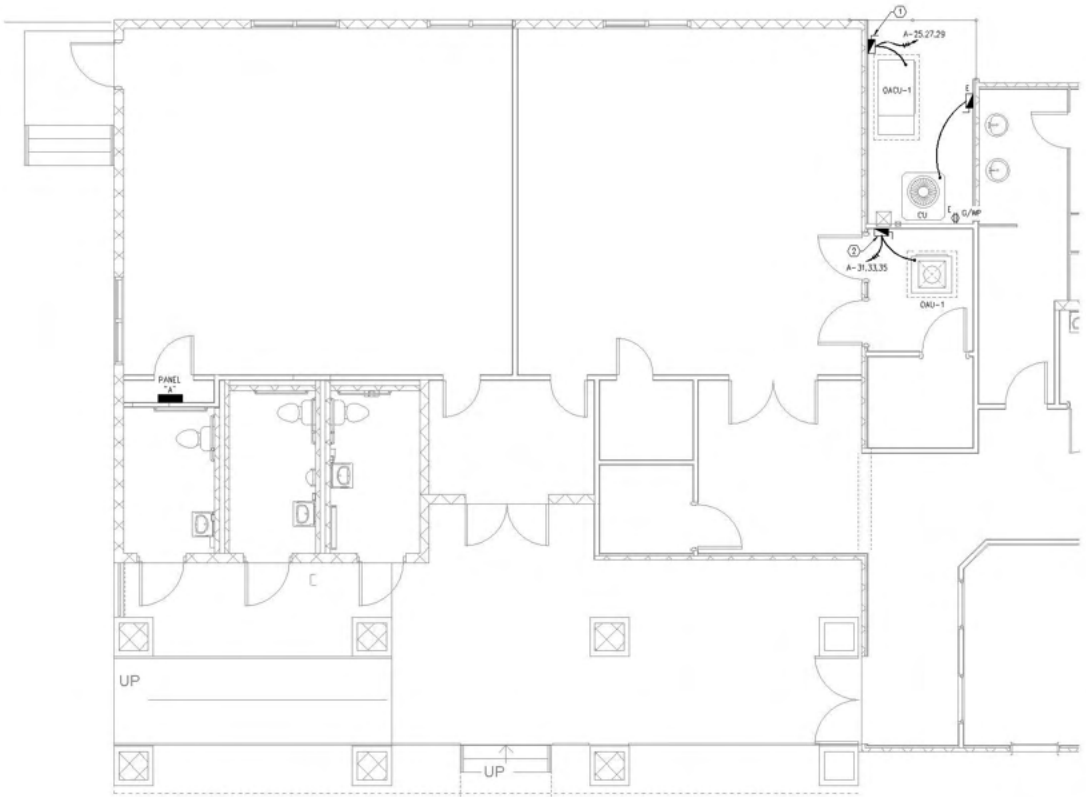
NO.	DESCRIPTION	DATE	BY

BUMPUS AND ASSOCIATES, INC.
ARCHITECTURE - INTERIOR DESIGN
www.BUMPUSANDASSOCIATES.com
1100 FRONT STREET
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Approved By:
Daniel L. Bumpus
AR 0008045
Date

CHAMBERS PARK
COMMUNITY CENTER RENOVATION
2380 SMITH STREET
KISSIMMEE, FL 34742

DRWN: MB APVD: BS
DATE: 11.06.23
SCALE:
JOB NUMBER: 23145
SHEET: E1.2



1 PARTIAL POWER PLAN - RENOVATION
E1.2 SCALE: 1/4" = 1'-0"

NORTH

GENERAL POWER NOTES

1. EXISTING BRANCH CIRCUITS HAVE BEEN TAKEN FROM FIELD INVESTIGATION AND /OR ORIGINAL DOCUMENTS AND SHOWN FOR THE CONVENIENCE OF THE ELECTRICAL CONTRACTOR AND SHALL NOT BE CONSIDERED "AS-BUILT" CONDITION. BEFORE CONSTRUCTION BEGINS, ELECTRICAL CONTRACTOR SHALL FIELD VERIFY ALL BRANCH CIRCUITS.
2. PROVIDE TYPED, UPDATED PANEL SCHEDULES UPON COMPLETION OF WORK.
3. ELECTRICAL CONTRACTOR SHALL COORDINATE THE FINAL LOCATION OF EQUIPMENT DISCONNECTING MEANS WITH MECHANICAL CONTRACTOR AND/OR VENDOR PRIOR TO ROUGH-IN. VERIFY THAT PROPER CLEARANCES ARE KEPT.

POWER PLAN NOTES

(1) CONNECT OACU-1 (208V, 3ø, MCA=24A, MOCP=40A) PROVIDE 60A, 3P, 240V, NEMA-3R, FUSED DISCONNECT SWITCH. FUSE AS PER MANUFACTURER'S NAMEPLATE. PROVIDE 3 #8, 1 #10 GND - 3/4" C.

(2) CONNECT OAU-1 (208V, 3ø, MCA=3A, MOCP=15A) PROVIDE 30A, 3P, 240V, NEMA-1, NON-FUSED DISCONNECT SWITCH. PROVIDE 3 #10, 1 #10 GND - 3/4" C.

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REV#	DATE	DESCRIPTION

SEAL: Bryan G. Spangler, PE, FL Reg. No. 64601

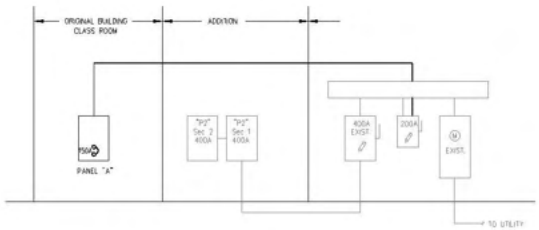
PROJECT TITLE
Chambers Park
Community Center
2390 Smith Street
Kissimmee, FL 34742

SHEET TITLE
PARTIAL
POWER PLAN
RENOVATION

These documents are conceptual and are being submitted in order to receive Building Department review, comment, and interpretations, and are not completed construction documents.

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CHECKED BY: MB
DATE: 03/04/2024
SCALE: AS NOTED
JOB NO. 24305
SHEET: E1.2

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SHADED ITEMS ARE EXISTING TO REMAIN.
BOLD ITEMS REPRESENT NEW WORK BEING PERFORMED.

1 E4.1 EXISTING POWER RISER DIAGRAM

SCALE: N.T.S.

(FOR REFERENCE ONLY)

EXISTING

PANELBOARD SCHEDULE A

NEW ☐ BOLT-ON ■ NORMAL ■ SINGLE PANEL ■
EXISTING ■ PLUG-IN ☐ CRITICAL ☐ DOUBLE PANEL ☐
INDOOR ■ M.C.B. ■ LIFE SAFETY ☐ SURFACE ☐
OUTDOOR ☐ M.L.O. ☐ EQUIPMENT ☐ RECESSED ■
STAND-BY ☐

208/120 VOLTS 3 Φ 4 WIRE 10 kAIC NEMA 1
TYPE: SIEMENS RATED AMPS: 200 MOCP AMPS: 150
FED FROM: UTILITY LOCATION: CLASS ROOM

NOTES	IDENTIFICATION	LOAD (AMPS) AΦ	LOAD (AMPS) BΦ	LOAD (AMPS) CΦ	C.B. AMP	POLE	CKT. NO.	CKT. NO.	POLE	C.B. AMP	LOAD (AMPS) AΦ	LOAD (AMPS) BΦ	LOAD (AMPS) CΦ	IDENTIFICATION	NOTES
--	AHU-A	38			50	3	1	2	3	40	32			CU-A	--
--	--		38		--	--	3	4	--	--		32		--	--
--	--			38	--	--	5	6	--	--			32	--	--
--	HAND DRYER- WOMEN REST RM.	12			20	1	7	8	1	20	4			LIGHTS- RM 002	--
--	EXTERIOR LIGHTS		4.7		20	1	9	10	1	20		6.1		LIGHTS- RM 002	--
--	LIGHTS			3.2	20	1	11	12	1	20			2	LIGHTS - BATH, FRONT ENT, STAFF, STOR.	--
--	WORK RM RECEPT./COOLER	5			20	1	13	14	1	20	12			HAND DRYER- MEN REST RM.	--
--	WORK RM RECEPT.		1.5		20	1	15	16	--	--		--		SPACE	--
--	EWC			8	20	1	17	18	1	20			1.5	EF-1	--
--	HAND DRYER - FAMILY REST RM.	12			20	1	19	20	1	20	8			RECEPT. - OFFICE RM 003	--
--	RECEPT. - RM 002, 003		9		20	1	21	22	1	20		9		RECEPT. - RM 002	--
--	RECEPT. - RM 002, 003			9	20	1	23	24	1	20			8	RECEPT. - RM 003	--
--	SPARE	--			20	1	25	26	1	20	8			VENDING MACHINE	--
--	SPARE		--		20	1	27	28	2	20		16		EWH-1	--
--	SPACE			--	--	--	29	30	--	--			16	--	--
--	SPACE	--			--	--	31	32	2	20	21			EWH-2	--
--	SPACE		--		--	--	33	34	--	--		21		--	--
--	SPACE			--	--	--	35	36	--	--			--	SPACE	--
--	SPACE	--			--	--	37	38	--	--	--			SPACE	--
--	SPACE		--		--	--	39	40	--	--		--		SPACE	--
--	SPACE			--	--	--	41	42	--	--			--	SPACE	--
	SUBTOTAL AMPS	67	53.2	58.2							81	84.1	57.5	SUBTOTAL AMPS	

TOTAL AMPS "A" PHASE: 148
TOTAL AMPS "B" PHASE: 137.3
TOTAL AMPS "C" PHASE: 115.7

MAXIMUM CONNECTED PHASE AMPS: 148
TOTAL CONNECTED kVA: 53.2
TOTAL DEMAND kVA/AMPS: 33.7/93.8

NOTES:

REVISED

PANELBOARD SCHEDULE A

NEW ☐ BOLT-ON ■ NORMAL ■ SINGLE PANEL ■
EXISTING ■ PLUG-IN ☐ CRITICAL ☐ DOUBLE PANEL ☐
INDOOR ■ M.C.B. ■ LIFE SAFETY ☐ SURFACE ☐
OUTDOOR ☐ M.L.O. ☐ EQUIPMENT ☐ RECESSED ■
STAND-BY ☐

208/120 VOLTS 3 Φ 4 WIRE 10 kAIC NEMA 1
TYPE: SIEMENS RATED AMPS: 200 MOCP AMPS: 150
FED FROM: UTILITY LOCATION: CLASS ROOM

NOTES	IDENTIFICATION	LOAD (AMPS) AΦ	LOAD (AMPS) BΦ	LOAD (AMPS) CΦ	C.B. AMP	POLE	CKT. NO.	CKT. NO.	POLE	C.B. AMP	LOAD (AMPS) AΦ	LOAD (AMPS) BΦ	LOAD (AMPS) CΦ	IDENTIFICATION	NOTES
--	AHU-A	38			50	3	1	2	3	40	32			CU-A	--
--	--		38		--	--	3	4	--	--		32		--	--
--	--			38	--	--	5	6	--	--			32	--	--
--	HAND DRYER- WOMEN REST RM.	12			20	1	7	8	1	20	4			LIGHTS- RM 002	--
--	EXTERIOR LIGHTS		4.7		20	1	9	10	1	20		6.1		LIGHTS- RM 002	--
--	LIGHTS			3.2	20	1	11	12	1	20			2	LIGHTS - BATH, FRONT ENT, STAFF, STOR.	--
--	WORK RM RECEPT./COOLER	5			20	1	13	14	1	20	12			HAND DRYER- MEN REST RM.	--
--	WORK RM RECEPT.		1.5		20	1	15	16	--	--		--		SPACE	--
--	EWC			8	20	1	17	18	1	20			1.5	EF-1	--
--	HAND DRYER - FAMILY REST RM.	12			20	1	19	20	1	20	8			RECEPT. - OFFICE RM 003	--
--	RECEPT. - RM 002, 003		9		20	1	21	22	1	20		9		RECEPT. - RM 002	--
--	RECEPT. - RM 002, 003			9	20	1	23	24	1	20			8	RECEPT. - RM 003	--
1	DACU-1	24			40	3	25	26	1	20	8			VENDING MACHINE	--
1	--		24		--	--	27	28	2	20		16		EWH-1	--
1	--			24	--	--	29	30	--	--			16	--	--
2	SPARE	3			15	3	31	32	2	20	21			EWH-2	--
2	--		3		--	--	33	34	--	--		21		--	--
2	--			3	--	--	35	36	--	--			--	SPACE	--
--	SPACE	--			--	--	37	38	--	--	--			SPACE	--
--	SPACE		--		--	--	39	40	--	--		--		SPACE	--
--	SPACE			--	--	--	41	42	--	--			--	SPACE	--
	SUBTOTAL AMPS	94	84.1	83.2							81	84.1	57.5	SUBTOTAL AMPS	

TOTAL AMPS "A" PHASE: 175
TOTAL AMPS "B" PHASE: 164.3
TOTAL AMPS "C" PHASE: 140.7

MAXIMUM CONNECTED PHASE AMPS: 175
TOTAL CONNECTED kVA: 63
TOTAL DEMAND kVA/AMPS: 43.4/120.8

NOTES:
1. REPLACE EXIST 20A,3P WITH A 40A, 3P, CIRCUIT BREAKER.
2. PROVIDE A 15A, 2P, CIRCUIT BREAKER.

SHADED ITEMS ARE EXISTING TO REMAIN.
BOLD ITEMS REPRESENT NEW WORK BEING PERFORMED.

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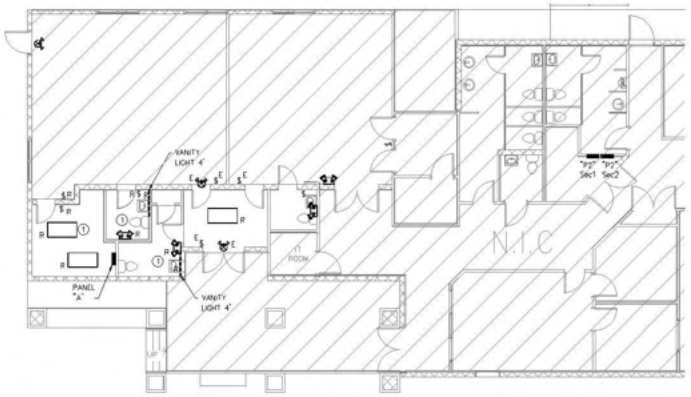
PROJECT TITLE
Chambers Park
Community Center
2390 Smith Street
Kissimmee, FL 34742

SHEET TITLE
POWER
RISER DIAGRAM

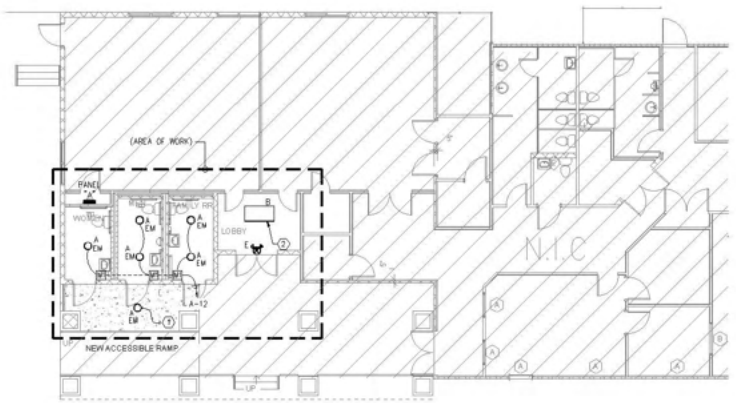
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CHECKED BY: MB
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SCALE: AS NOTED
JOB NO.: 24305
SHEET: E1.3

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1 LIGHTING PLAN - DEMOLITION
E2.1 SCALE: 1/8" = 1'-0"



2 LIGHTING PLAN - RENOVATION
E2.1 SCALE: 1/8" = 1'-0"

GENERAL DEMOLITION NOTES

1. UNLESS OTHERWISE NOTED, ALL DEVICES SHOWN ON THIS PLAN SHALL BE REMOVED.
2. DEVICE QUANTITIES AND LOCATIONS SHOWN ARE APPROXIMATE. REMOVE ALL DEVICES IN WALLS BEING REMOVED AND ALL DEVICES THAT INTERFERE WITH NEW CONSTRUCTION. FIELD VERIFY.
3. REFER TO EXISTING CONDITIONS GENERAL NOTES.
4. SALVAGE CIRCUITS FOR REUSE IN RENOVATION WHEREVER PRACTICABLE. LABEL CIRCUITS THAT ARE NOT REUSED AS "SPARE".

DEMOLITION PLAN NOTES

(1) REMOVE ALL LIGHTING FIXTURES, TWO HEAD EMERGENCY FIXTURES AND SWITCHES FROM RESTROOM.

GENERAL LIGHTING NOTES

1. PULL UNSWITCHED HOT CONDUCTOR FROM LOCAL LIGHTING CIRCUIT TO EMERGENCY EGRESS LIGHTS. RUN 3 #12 - 1 #12 GND - 3/4"C TO INCLUDE UNSWITCHED CONDUCTOR.
2. PULL UNSWITCHED HOT CONDUCTOR FROM LOCAL LIGHTING CIRCUIT TO EXIT SIGNS. RUN 2 #12 - 1 #12 GND - 3/4"C.
3. DASHED ARCS INDICATE CONTINUATION OF BRANCH CIRCUIT BUT NOT SWITCH CONTROL.
4. UNLESS OTHERWISE NOTED, ALL FIXTURES AND DEVICES SHOWN ON THIS PLAN ARE NEW. ALL NEW FIXTURES AND SWITCHES SHALL MATCH EXISTING BUILDING STANDARD.
5. EXISTING BRANCH CIRCUITS HAVE BEEN TAKEN FROM FIELD INVESTIGATION AND/OR ORIGINAL DOCUMENTS AND SHOWN FOR THE CONVENIENCE OF THE ELECTRICAL CONTRACTOR AND SHALL NOT BE CONSIDERED "AS-BUILT" CONDITION. BEFORE CONSTRUCTION BEGINS, ELECTRICAL CONTRACTOR SHALL FIELD VERIFY ALL BRANCH CIRCUITS.
6. CONTRACTOR SHALL INCLUDE COMMISSIONING OF LIGHTING CONTROL SYSTEM BY MANUFACTURER IN BASE BID.
7. VERIFY CEILING TYPES BEFORE ORDERING LIGHT FIXTURES.

RENOVATION PLAN NOTES

(1) CONNECT TO EXTERIOR LIGHTING CIRCUIT AND CONTROLS FEEDING PATIO.

(2) INSTALL NEW LED FIXTURE REUSING RETAINED CIRCUIT AND CONTROLS.

LIGHTING FIXTURE SCHEDULE

FIXT TYPE	LIGHT FIXTURE DESCRIPTION	MANUFACTURER	CATALOG NUMBER	MOUNTING	VOLTS	LAMPS QTY	TYPE	WATTS	COLOR	NOTE
A	6" LED DOWNLIGHT FIXTURE WITH OPTIONAL 7W 90MIN EMERGENCY BATTERY BACKUP WITH REMOTE TEST SWITCH	PRESCOLITE	LBRP-M-LSWLC59-EMR/ LBRP-6RD-1-DWT/LB-6R-F-10-EMR/ LBRP-MDLENS	RECESSED	120	-	LED	29.7	SEL.	-
B	2x4 FLAT PANEL FIXTURE	ILP	VPAN24-33L-44L-55L-U-CCT5	LAY-IN	120	-	LED	49	SEL.	-

NOTES: 1. EMERGENCY LIGHT FIXTURES SHALL BE CONNECTED FOR "ON/OFF" OPERATION VIA LIGHT SWITCH, LIGHT CONTROL OR PHOTOCELL AND AUTOMATIC "ON" WHEN CIRCUIT POWER FAILS. CONNECT TO SWITCHED AND UNSWITCHED LEG UNSWITCHED LEG.
2. VERIFY CEILING TYPES AND GRID DIMENSIONS PRIOR TO ORDERING LIGHT FIXTURES
3. VERIFY THAT DIMMERS MATCHES LAMPS PRIOR TO ORDERING.
4. CONNECT TO UNSWITCHED LEG OF LOCAL LIGHTING BRANCH CIRCUIT.
5. SEL. INDICATES SELECTABLE LUMENS OR KELVIN.

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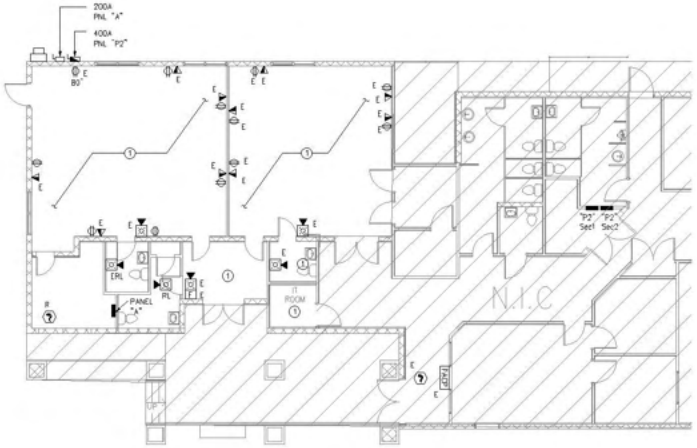
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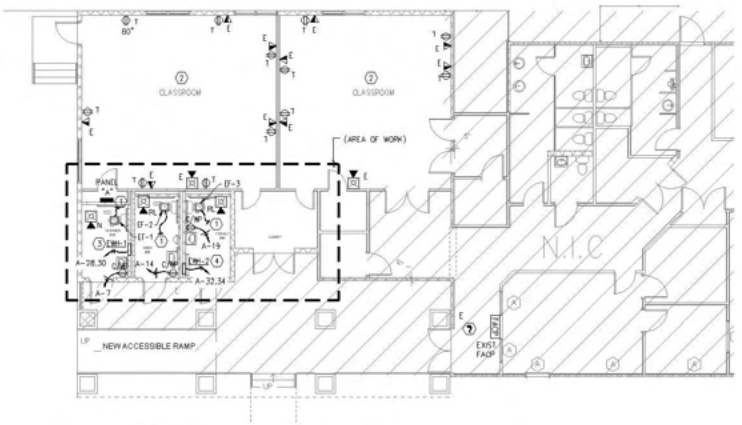
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KISSIMMEE, FL 34742

DRWN: MB APVD: BS
DATE: 11.06.23
SCALE:
JOB NUMBER: 23145
SHEET: E2.1

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1 E3.1 POWER PLAN - DEMOLITION
SCALE: 1/8" = 1'-0"



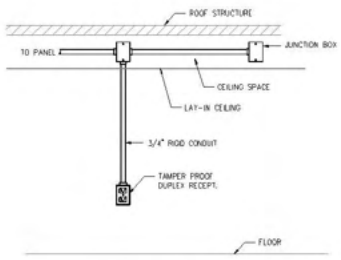
2 E3.1 POWER PLAN - RENOVATION
SCALE: 1/8" = 1'-0"

GENERAL DEMOLITION NOTES

1. UNLESS OTHERWISE NOTED, ALL DEVICES SHOWN ON THIS PLAN SHALL BE REMOVED.
2. DEVICE QUANTITIES AND LOCATIONS SHOWN ARE APPROXIMATE. REMOVE ALL DEVICES IN WALLS BEING REMOVED AND ALL DEVICES THAT INTERFERE WITH NEW CONSTRUCTION. FIELD VERIFY.
3. REFER TO EXISTING CONDITIONS GENERAL NOTES
4. SALVAGE CIRCUITS FOR REUSE IN RENOVATION WHEREVER PRACTICABLE. LABEL CIRCUITS THAT ARE NOT REUSED AS "SPARE".

POWER PLAN NOTES

(1) ALL RECEPTACLES AND OTHER DEVICES BEING FED UNDERGROUND FROM PANEL "A" WILL BE REFED FROM OVER HEAD. REMOVE EXISTING CONDUCTORS AND DUPLEX'S IN THESE AREAS AND PATCH WALL.



CONDUIT DETAIL
NO SCALE

GENERAL POWER NOTES

1. CONNECT NEW FIRE ALARM DEVICES TO EXISTING FIRE ALARM SYSTEM. WIRE PER MANUFACTURER'S SPECIFICATIONS IN 3/4" CONDUIT. PROVIDE NEW POWER MODULES IF REQUIRED TO POWER NEW UNITS.
2. HORN/STROBE TO MEET 86 AND CANDELA AS PER ADA AND NFPA-72 REQUIREMENTS. UNLESS OTHERWISE NOTED, DEVICES SHALL BE NO LESS THAN 75 CANDELA AND 82 DECIBEL. REFER TO NFPA 72 TABLES 18.5.4.3.1(a) AND 18.5.4.3.1(b).
3. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH INTERIOR DESIGN PACKAGE FOR ALL MILLWORK AND WALL DESIGNS PRIOR TO COMMENCING WORK.
4. EXISTING BRANCH CIRCUITS HAVE BEEN TAKEN FROM FIELD INVESTIGATION AND /OR ORIGINAL DOCUMENTS AND SHOWN FOR THE CONVENIENCE OF THE ELECTRICAL CONTRACTOR AND SHALL NOT BE CONSIDERED "AS-BUILT" CONDITION. BEFORE CONSTRUCTION BEGINS, ELECTRICAL CONTRACTOR SHALL FIELD VERIFY ALL BRANCH CIRCUITS.
5. PROVIDE TYPED, UPDATED PANEL SCHEDULES UPON COMPLETION OF WORK

POWER PLAN NOTES

(1) CONNECT EXHAUST FAN TO LIGHT CIRCUIT AND CONTROLS

(2) ALL RECEPTACLES AND DEVICES BEING RE-FED FROM ABOVE SHALL BE INSTALLED, SURFACE MOUNTED IN ORIGINAL LOCATIONS. PROVIDE ALL NEW WITH TAMPER PROOF DUPLEXES.
RUN 2 #10, 1 #10 GND - 3/4" C. ALL SURFACE MOUNT CONDUIT TO BE EMT ONLY AND (1) CONDUIT WALL AT EACH DEVICE. SEE DETAIL IN THIS SHEET.

(3) CONNECT EWH-1. (208V, 1ϕ, FLA=16A, MOCP=20A)
CONNECT P.C. PROVIDED DISCONNECT SWITCH.
RUN 2 #10, 1 #10 GND - 3/4" C)

(4) CONNECT EWH-1. (208V, 1ϕ, FLA=21A, MOCP=30A)
CONNECT P.C. PROVIDED DISCONNECT SWITCH.
RUN 2 #10, 1 #10 GND - 3/4" C)

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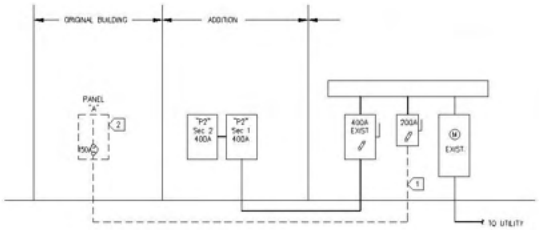
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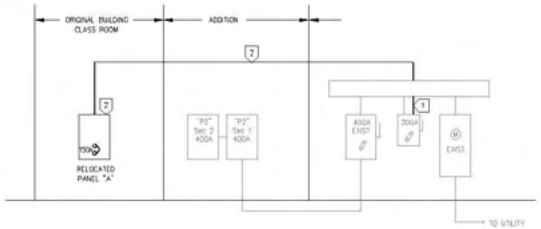


3 / E4.1 POWER RISER DIAGRAM – DEMOLITION

SCALE: N.T.S

POWER RISER DEMO NOTES:

1. REMOVE CONDUCTORS AND ABANDON EXISTING CONDUIT IN PLACE. TEL EACH END WITH CONCRETE.
2. REMOVE PANEL "A" FROM WALL FOR RELOCATION. TRACE AND IDENTIFY ALL BRANCH CIRCUITS. ALL BRANCH CIRCUITS TO REROUTED OVERHEAD MAINTAINING ORIGINAL CIRCUITS TO ALL DEVICES.



SHADED ITEMS ARE EXISTING TO REMAIN.
BOLD ITEMS REPRESENT NEW WORK BEING PERFORMED.

3 / E4.1 POWER RISER DIAGRAM – RENOVATION

SCALE: N.T.S

POWER RISER RENO NOTES:

1. STUB OUT OF BACK OF DISCONNECT AND THRU WALL TO LB IN INTERIOR SPACE. ROUTE UP WALL AND ABOVE CEILING TO NEW LOCATION OF PANEL "A".
2. RUN 4 #1/0, 1 #6 GND – 2" C.
3. INSTALL RETAINED PANEL "A".

PANELBOARD SCHEDULE A

NEW ☐ BOLT–ON ■ NORMAL ■ SINGLE PANEL ■
EXISTING ■ PLUG–IN ☐ CRITICAL ☐ DOUBLE PANEL ☐
INDOOR ■ M.C.B. ■ LIFE SAFETY ☐ SURFACE ☐
OUTDOOR ☐ M.L.O. ☐ EQUIPMENT ☐ RECESSED ■
STAND–BY ☐

208/120 VOLTS 3 ø 4 WIRE 10 kAIC NEMA 1
TYPE: SIEMENS RATED AMPS: 200 MOCP AMPS: 150
FED FROM: UTILITY LOCATION: CLASS ROOM

NOTES	IDENTIFICATION	LOAD (AMPS) A ø	B ø	C ø	C.B. AMP	POLE	CKT. NO.	CKT NO.	POLE	C.B. AMP	LOAD (AMPS) A ø	B ø	C ø	IDENTIFICATION	NOTES
---	AHU-A	38			50	3	1	2	3	40	32			CU-A	---
---	---		38		--	--	3	4	--	--		32		---	---
---	---			38	--	--	5	6	--	--			32	---	---
1	HAND DRYER- WOMEN REST RM.	12			20	1	7	8	1	20	6			LIGHTS- RM 002	---
---	EXTERIOR LIGHTS		4.7		20	1	9	10	1	20		6.1		LIGHTS- RM 002	---
---	LIGHTS			3.2	20	1	11	12	1	20			2	LIGHTS - BATH, FRONT ENT, STATT, STOR.	---
---	WORK RM RECEPT./COOLER	5			20	1	13	14	1	20	12			HAND DRYER- MEN REST RM.	1,4
---	WORK RM RECEPT.		1.5		20	1	15	16	--	--		---		SPACE	---
---	EMC			8	20	1	17	18	1	20			11.5	EF-1	---
1,4	HAND DRYER – FAMILY REST RM.	12			20	1	19	20	1	20	6			RECEPT. – OFFICE RM 003	---
---	RECEPT. – RM 002, 003		9		20	1	21	22	1	20		9		RECEPT. – RM 002	---
---	RECEPT. – RM 002, 003			9	20	1	23	24	1	20			6	RECEPT. – RM 003	---
---	SPARE	---			20	1	25	26	1	20	6			VENDING MACHINE	---
---	SPARE		---		20	1	27	28	2	20		16		EWH-1	2,4
---	SPACE			---	--	--	29	30	--	--			16	---	2,4
---	SPACE	---			--	--	31	32	2	20	21			EWH-2	2,4
---	SPACE		---		--	--	33	34	--	--		21		---	2,4
---	SPACE			---	--	--	35	36	--	--			---	SPACE	---
---	SPACE	---			--	--	37	38	--	--	---			SPACE	---
---	SPACE		---		--	--	39	40	--	--		---		SPACE	---
---	SPACE			---	--	--	41	42	--	--			---	SPACE	---
	SUBTOTAL AMPS	67	53.2	58.1							81	84.1	57.5	SUBTOTAL AMPS	

TOTAL AMPS "A" PHASE: 148
TOTAL AMPS "B" PHASE: 137.3
TOTAL AMPS "C" PHASE: 113.7

MAXIMUM CONNECTED PHASE AMPS: 148
TOTAL CONNECTED kVA: 53.2
TOTAL DEMAND kVA/AMPS: 53.7/148

NOTES:
1. PROVIDE A 20A, 1P, CIRCUIT BREAKER.
2. PROVIDE A 20A, 2P, CIRCUIT BREAKER.
3. PROVIDE A 20A, 3P, CIRCUIT BREAKER.
4. LOAD IS NON-CONTINUOUS.

SHADED ITEMS ARE EXISTING TO REMAIN.
BOLD ITEMS REPRESENT NEW WORK BEING PERFORMED.

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FIRE PROTECTION SPECIFICATIONS

GENERAL:

DRAWINGS AND GENERAL PROVISIONS OF CONTRACT, INCLUDING GENERAL AND SUPPLEMENTAL CONDITIONS AND DIVISION 1 SPECIFICATIONS, APPLY TO WORK SPECIFIED IN THIS SECTION.

SCOPE OF WORK:

WORK REQUIRED UNDER THIS SECTION INCLUDES PROVIDING ALL LABOR, MATERIALS, EQUIPMENT, FEES AND SERVICES FOR, AND REASONABLY INCIDENTAL TO, PROPER COMPLETION OF ALL FIRE PROTECTION WORK HEREIN SPECIFIED, EXCEPTING ONLY WORK OR MATERIALS SPECIFIED OR NOTED AS BEING FURNISHED AND/OR INSTALLED BY OTHERS.

1. ALL WORK SHALL COMPLY WITH NFPA REQUIREMENTS, 2020 FLORIDA BUILDING CODE (7TH EDITION), 2020 FLORIDA FIRE PREVENTION CODE (7TH EDITION), LIFE SAFETY CODE – NFPA 101 (2018 EDITION), NFPA 1 (2018 EDITION), AUTOMATIC SPRINKLER SYSTEMS – NFPA 13 (2016 EDITION) AND THE NATIONAL FIRE ALARM CODE – NFPA 72 (2016 EDITION), NFPA 99 (2018 EDITION).

2. ALL WORK SHALL BE PERFORMED BY COMPETENT WORKMEN SKILLED AND LICENSED IN THIS PARTICULAR TRADE.

3. PROVIDE SPRINKLER SYSTEM TO NFPA 13 SPECIFIC HAZARD OCCUPANCY REQUIREMENTS. ANY DEVIATIONS THEREFROM MAY BE MADE AS REQUIRED BY INSPECTION AGENCIES, INSURING AGENCIES OR AS REQUIRED DUE TO INTERFERENCE WITH OTHER EQUIPMENT, STRUCTURAL MEMBERS, DUCTS, ETC. PROVIDE ADDITIONAL HEADS AS MAY BE REQUIRED FOR AN APPROVED SYSTEM.

4. RESPONSIBILITY FOR ELEVATIONS OF PIPING:

A. CAREFULLY FIELD CHECK THE ELEVATIONS OF EXISTING GRADES AND BURIED SERVICE LINES AND MAKE A CAREFUL LAYOUT OF THE PROPOSED NEW SERVICES BEFORE STARTING WITH THE WORK, MAKING EVERY ATTEMPT TO AVOID INTERFERENCES.

B. ATTENTION IS CALLED TO DUCTWORK, HEATING AND COOLING PIPING, WATER AND DRAIN PIPING, AND TO THE ELECTRICAL INSTALLATION, WHICH WILL BE INSTALLED BY OTHERS.

C. ANY DISCREPANCIES OR CONFLICTS DISCOVERED SHOULD BE REPORTED TO THE ARCHITECT/ENGINEER, AND WORK SHALL NOT PROCEED UNTIL A SATISFACTORY RESOLUTION IS FOUND. NO ADDITIONAL COMPENSATION WILL SUBSEQUENTLY BE MADE TO THE CONTRACTOR BY THE OWNER TO COVER THE COST OF ANY SUCH INTERFERENCES, WHETHER DUE TO NEGLIGENCE, ERROR, OVERSIGHT OR OTHER CAUSE IN NOT HAVING PROPERLY ESTABLISHED THE ELEVATIONS OF ALL NEW OR EXISTING PIPING, ETC.

5. PIPING SHALL BE CONCEALED IN AREAS WITH CEILINGS AND EXPOSED IN AREAS WITHOUT CEILINGS.

6. PIPING SHALL BE INSTALLED AND SUPPORTED PER NFPA 13.

7. SLOPE PIPING IN ACCORDANCE WITH NFPA REQUIREMENTS.

8. PROVIDE DRAINS AT RISERS, ON VALVED SECTIONS, AT SIAMESE CONNECTIONS AND AT OTHER LOCATIONS REQUIRING SAME FOR COMPLETE DRAINAGE OF SYSTEMS. PIPE DRAINS TO OUTSIDE OF BUILDING OR AS APPROVED.

9. WALL PENETRATIONS THROUGH FIRE RATED PARTITIONS SHALL BE SEALED WITH PRO-SET "TYPE STOP COUPLING" SYSTEM OR WITH GEDNEY TYPE CFSI FIRE SEAL OR EQUAL. SPACE BETWEEN SLEEVE AND WALL TO BE COMPLETELY SEALED WITH CAULKING. VOID BETWEEN SLEEVE PLUGS TO BE FILLED WITH INSULATION.

CODES AND STANDARDS:

ALL FIRE PROTECTION WORK SHALL BE IN STRICT COMPLIANCE WITH THE 2020 FLORIDA BUILDING CODE (7TH EDITION), 2020 FLORIDA FIRE PREVENTION CODE (7TH EDITION), LIFE SAFETY CODE – NFPA 101 (2018 EDITION), NFPA 1, (2018 EDITION), AUTOMATIC SPRINKLER SYSTEMS – AND NFPA 13 (2016 EDITION) AND THE NATIONAL FIRE ALARM CODE – NFPA 72 (2063 EDITION) NFPA 99 (2018 EDITION).

THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS, INSPECTIONS AND PAY ALL FEES.

SYSTEM DESCRIPTION:

CONTRACTOR SHALL REVISE EXISTING SPRINKLER SYSTEM AS REQUIRED FOR THE NEW LAYOUT INCLUDING NEW PIPING FOR NEW OR RELOCATED SPRINKLER HEADS TO PROVIDE FOR PROPER COVERAGE. ALL HEADS ARE TO BE CENTERED IN THE CEILING TILES.

DRAWINGS FOR APPROVALS:

BEFORE PROCEEDING WITH WORK, THE CONTRACTOR IS TO PERFORM SYSTEM HYDRAULIC CALCULATION, SYSTEM LAYOUTS, PROVIDE AND SUBMIT SIGNED AND SEALED SHOP DRAWINGS FIRST TO THE AUTHORITY HAVING JURISDICTION, AND THEN TO THE ARCHITECT/ENGINEER FOR REVIEW. SUBMITTALS SHALL SHOW LOCATIONS OF PIPING, SPRINKLER HEADS, ETC., AND SHALL INCLUDE INFORMATION ON VALVES, SPRINKLER HEADS, ALARM VALVES, ETC. AT LEAST TWO (2) SETS OF THE SHOP DRAWINGS SHALL BEAR THE APPROVAL STAMP OF THE LOCAL FIRE MARSHALL.

EQUIPMENT AND MATERIALS:

ALL DEVICES, EQUIPMENT AND MATERIALS SHALL BE NEW, SHALL BE IN ACCORDANCE WITH NFPA REQUIREMENTS AND SHALL BEAR FACTORY MUTUAL AND THE UNDERWRITER'S LABEL OF APPROVAL.

ABOVE GROUND PIPE AND FITTINGS: PIPE ABOVE GROUND AND WITHIN THE BUILDING SHALL BE STANDARD WEIGHT, SCHEDULE 40 BLACK STEEL PIPE OR APPROVED SEAMLESS THIN WALL BLACK STEEL PIPE CONFORMING TO ASTM A53. PIPE FITTINGS SHALL BE OF A TYPE APPROVED FOR SPRINKLER SYSTEMS AND DESIGNED FOR 175 PSI WORKING PRESSURE. MALLEABLE IRON STANDARD WEIGHT FITTINGS WILL BE ACCEPTABLE IN SIZES UP TO 6". MECHANICAL PIPE COUPLINGS (ROLLED OR CUT GROOVED) MAY BE USED WHERE ALLOWED BY AUTHORITY HAVING JURISDICTION.

UNDERGROUND PIPE AND FITTINGS: UNDERGROUND PIPE SHALL BE CLASS 150 PVC TYPE "BLUE BRUTE" AWWA C-900, UL AND FM LISTED WITH M.J. FITTINGS. FLUSH UNDERGROUND PIPE PRIOR TO CONNECTION TO INSIDE PIPING.

SECTIONS OF CROSS MAINS, RISERS AND FEED MAINS MAY BE SHOP WELDED. WELDED FITTINGS SHALL COMPLY WITH ANSI STANDARD B16.9-1971. WELDING SHALL BE DONE IN ACCORDANCE WITH METHODS SET FORTH IN THE ANSI STANDARD B31.10-1067 AND APPLICABLE ADDENDA.

INTERIOR VALVES: 2-1/2" AND LARGER SHALL BE OS AND Y, FLANGED, IBBM GATE VALVES. 2" AND SMALLER SHALL BE THREADED, BRONZE GATE VALVES. ALL VALVES DESIGNED FOR 175 PSI WWP, LISTED GROOVED OR BUTTERFLY VALVES ARE ACCEPTABLE.

SPRINKLER HEADS: NEW SPRINKLER HEADS SHALL MATCH BUILDING STANDARDS. IF BUILDING STANDARD SPRINKLER HEADS ARE NO LONGER AVAILABLE, REPLACE ALL EXISTING HEADS AS FOLLOWS. FOR FINISHED AREAS SPRINKLER HEAD SHALL BE A VIKING MICROFAST MODEL M QUICK RESPONSE PENDENT, 1/2" ORIFICE, CHROME FINISH, WITH VIKING MICROMATIC MODEL E-1 RECESSED ESCUTCHEON. FOR ALL EXPOSED UNFINISHED AREAS SPRINKLER HEAD SHALL BE A VIKING MICROFAST MODEL M QUICK RESPONSE UPRIGHT, 1/2" ORIFICE, BRASS FINISH. CONCEALED SPRINKLER HEADS SHALL BE VIKING, 5.6K, 1/2" ORIFICE, COLOR BY ARCHITECT. PROVIDE CONCEALED HEAD WITH PLATE.

PROVIDE BUILDING MANAGEMENT WITH EXTRA STOCK OF NEW SPRINKLER HEADS AS REQUIRED BY NFPA 13 (2016 ED.). REUABLE AND TYCO ARE EQUAL.

PAINTING AND STENCILING:

PROVIDE PAINTING AND STENCILING OF ALL EXPOSED PIPING, EQUIPMENT, ETC. INSTALLED AS PART OF THIS CONTRACT.

TEST OF COMPLETED SYSTEM:

ABOVE GROUND PIPING: PERFORM A HYDROSTATIC TEST OF THE PIPING SYSTEM IN ACCORDANCE WITH THE REQUIREMENTS OF NFPA 13 (2016 ED.).

NOTIFY THE ARCHITECT/ENGINEER/OWNER/AHJ/ERMITTER PRIOR TO PERFORMING THE TEST WHO, AT THEIR OPTION, MAY DESIRE TO WITNESS THE TEST. TEST SHALL BE SATISFACTORY TO THE ARCHITECT, ENGINEER, OWNER, UNDERWRITER OR AUTHORITIES HAVING JURISDICTION.

IF TEST PROVES UNSATISFACTORY, LEAKS SHALL BE REPAIRED AND A NEW TEST SHALL BE PERFORMED. NO BACK FILLING SHALL BE DONE OVER BURIED JOINTS UNTIL PIPE HAS BEEN PROVEN WATER TIGHT. SECURE PIPING IN PLACE PRIOR TO TESTING.

AFTER TESTING HAS BEEN COMPLETED, ALL VALVES SHALL BE LEFT IN THEIR RESPECTIVE NORMAL POSITIONS, AND THE OWNER AND HIS DULY APPOINTED REPRESENTATIVE SHALL BE INSTRUCTED IN THE CARE, OPERATION AND MAINTENANCE OF THE ENTIRE SYSTEM.

MATERIAL AND TEST CERTIFICATE SHALL BE COMPLETED AND TURNED OVER TO THE OWNER'S REPRESENTATIVE UPON COMPLETING THE TEST.

WATER SUPPLY TREATMENT:

WATER SUPPLIES AND ENVIRONMENTAL CONDITIONS SHALL BE EVALUATED BY OWNER FOR THE EXISTENCE OF MICROBES AND CONDITIONS THAT CONTRIBUTE TO MICROBIOLOGICALLY INFLUENCED CORROSION (MIC). WHERE CONDITIONS ARE FOUND THAT CONTRIBUTE TO MIC, THE OWNER SHALL NOTIFY THE SPRINKLER CONTRACTOR AND A PLAN SHALL BE DEVELOPED TO TREAT THE SYSTEM USING ONE OF THE METHODS AS ESTABLISHED UNDER NFPA 13 (2016 ED.).

FIRE PROTECTION GENERAL NOTES

ALL PIPING TO BE TESTED AT 200 PSI FOR A MINIMUM OF 2 HOURS.

HYDRAULIC CALCULATIONS DESIGN CRITERIA.

LOBBY, WOMEN, MEN, FAMILY RESTROOMS:
A. LIGHT HAZARD OCCUPANCY
B. SYSTEM TYPE: WET SYSTEM
C. DENSITY: 0.10 GPM/SQ. FT. FOR 1500 SQ. FT.
D. COVERAGE PER SPRINKLER: 225 SQ. FT. MAXIMUM
E. TEMPERATURE RATING: ORDINARY TEMPERATURE
F. MAXIMUM SPRINKLER SPACING: 15'-0"

SPRINKLER INSTALLATIONS SHALL BE IN STRICT ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 13 SPRINKLER SYSTEMS, FIRE MARSHAL'S OFFICE, OWNER'S INSURANCE CARRIER, ALL LOCAL, STATE, FEDERAL CODES AND REGULATIONS AND ANY OTHER AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT.

ALL PERMITS REQUIRED IN CONNECTION WITH THIS SPRINKLER SYSTEM SHALL BE OBTAINED AND PAID FOR BY THE SPRINKLER CONTRACTOR.

COORDINATE ALL PIPE ROUTING WITH ALL OTHER TRADES TO AVOID DUCTWORK, LIGHTING, PIPING AND ANY BUILDING STRUCTURE. ROUTE ALL PIPING CONCEALED ABOVE CEILING, WITHIN CHASES OR CONCEALED WITHIN WALLS.

FIRE PROTECTION CONTRACTOR SHALL THOROUGHLY INVESTIGATE THE SITE BEFORE BIDDING. NO CHANGES SHALL BE ALLOWED IN CONTRACT PRICE FOR WORK REQUIRED TO COMPLY WITH EXISTING CONDITIONS.

ALL EQUIPMENT SHALL BE UL AND FM LISTED AND LABELED. MANUFACTURER SHALL BE EQUAL TO GRINNELL, VIKING.

BRANCH LINES PIPING TO BE SCHEDULE 40 BLACK STEEL PIPE JOINED WITH THREADED OUTLET FITTINGS.

ALL SPRINKLER DROPS TO BE 1" SCHEDULE 40 WITH 1" X 1/2" THREADED REDUCER.

HANGERS TO BE SIZED AND SPACED IN ACCORDANCE WITH NFPA 13.

PROJECT SPECIFICATIONS TAKE PRECEDENCE OVER PLANS.

APPROVAL FROM OWNER'S INSURANCE CARRIER IS CONTRACTOR'S RESPONSIBILITY.

CONTRACTOR TO BASE ALL CALCULATIONS UPON CURRENT FLOW TEST SUPPLIED BY FIRE SPRINKLER CONTRACTOR.

ALL SPRINKLER HEADS TO BE OF THE QUICK RESPONSE TYPE/SHALL MATCH EXISTING SPRINKLER HEAD TYPES FOR LIGHT HAZARD OCCUPANCIES, INSTALLED IN FULL ACCORDANCE WITH MANUFACTURER'S GUIDELINES (REFER TO FIRE SPRINKLER LEGEND).

ALL SPRINKLER HEADS IN MECHANICAL/ELECTRICAL ROOMS TO BE STANDARD RESPONSE, 212°F.

THESE PLANS ARE PER ADMINISTRATIVE CODE 61G15-32.004.

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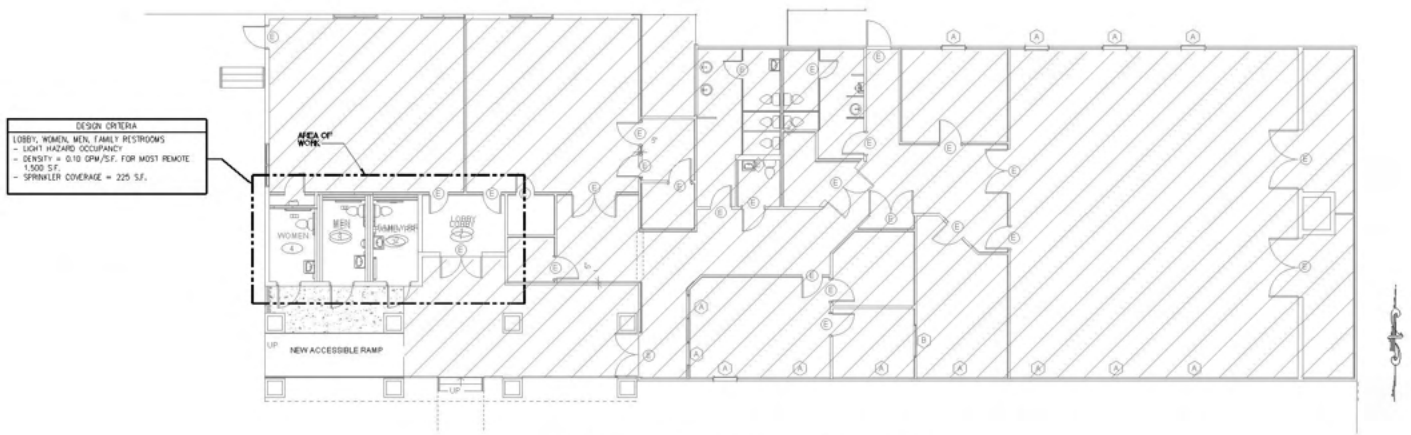
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Review Not For Construction
Jan 15, 2024 - 1:23pm

Jose A. Marques, PE.
FL Reg. No. 57313

DRAWN: CJD APVD: JAM

DATE: 11.06.23
SCALE:
JOB NUMBER: 23145
SHEET: FP1.1



1 FP1.1 FIRE PROTECTION RENOVATION FLOOR PLAN
SCALE: 1/8" = 1'-0"

GENERAL SHEET NOTES

1. BUILDING IS EXISTING AND FULLY SPRINKLED.
2. FIRE PROTECTION CONTRACTOR SHALL ACCOUNT FOR ANY CROSSMAINS OR BRANCH LINES THAT NEED TO BE MODIFIED, RELOCATED OR ADJUSTED FOR ELEVATIONS DUE TO NEW CEILING LAYOUT.
3. CONTRACTOR SHALL VISIT THE SITE AND SHALL BE FAMILIAR WITH THE COMPLETE SCOPE OF WORK PRIOR TO BIDDING ON THIS PROJECT.
4. WHERE CEILING ELEVATION CHANGES OCCUR, CONTRACTOR SHALL SPACE SPRINKLER HEADS FOLLOWING OBSTRUCTION RULES PER NFPA 13.
5. CONTRACTOR SHALL EXTEND A SWING JOINT OR ARM-OVER TO NEW PENDENT SPRINKLER HEAD LOCATION FROM EXISTING "TEES" FEEDING DROPS OF EXISTING PENDENT HEADS. IF THESE METHODS ARE NOT FEASIBLE, CONTRACTOR SHALL CAP THE TEE, ABANDON THE SUPPLY ABOVE THE CEILING SPACE AND PROVIDE A NEW TAP INTO THE EXISTING BRANCH LINE AS REQUIRED.
6. IF NEW BRANCH LINES ARE REQUIRED, CONTRACTOR SHALL BASE SIZING OF NEW PIPING ON EXISTING BRANCH LINE SIZES AND THE NUMBER OF SPRINKLER HEADS THEY FEED.
7. NEW/RELOCATED SPRINKLER HEADS SHALL BE CENTERED IN THE MIDDLE OF CEILING TILES OR AS INDICATED ON PLANS.
8. CONTRACTOR SHALL COORDINATE FINAL COLOR SELECTION OF SPRINKLER HEADS WITH ARCHITECT PRIOR TO BUYING ITEMS.
9. FIRE SPRINKLER CONTRACTOR SHALL PROVIDE TEMPORARY QUICK RESPONSE SPRINKLER HEADS FOR AREAS THAT MAY BE LEFT WITHOUT ADEQUATE PROTECTION DUE TO PHASING OF CONSTRUCTION OR THE LOCATION OF TEMPORARY WALLS.

NO.	DESCRIPTION	DATE	BY
1			

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Approved By:

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Date

CHAMBERS PARK
COMMUNITY CENTER RENOVATION
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KISSIMMEE, FL 34742

DRWN: CJD APVD: JLB

DATE: 11.06.23
SCALE:
JOB NUMBER: 23145
SHEET: FP1.2

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Review Not For Construction
Jan 15, 2024 - 1:23pm

Jose A. Marques, PE.
FL Reg. No. 57313

MECHANICAL SPECIFICATIONS

GENERAL MECHANICAL REQUIREMENTS

DIVISION 23

SCOPE OF WORK

WORK SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

PROVIDE ALL LABOR, MATERIALS, SERVICES, EQUIPMENT AND APPLIANCES REQUIRED FOR THE FABRICATION, INSTALLATION, AND/OR RENOVATION OF MECHANICAL SYSTEMS INCLUDING HEATING, VENTILATING, AIR CONDITIONING AND MISCELLANEOUS SYSTEMS AS INDICATED ON THE DESIGN DRAWINGS AND AS OUTLINED IN THESE SPECIFICATIONS.

RELATED WORK SPECIFIED ELSEWHERE

REFER TO ELECTRICAL SPECIFICATION (DIV 26) FOR ELECTRICAL WORK TO BE DONE IN CONJUNCTION WITH THE MECHANICAL WORK. THIS CONTRACTOR IS RESPONSIBLE FOR ALL CONDUIT, WIRING, JUNCTION BOXES, ETC., REQUIRED FOR HVAC CONTROLS.

INSTALL DUCT SMOKE DETECTOR FURNISHED BY DIVISION 26 IN SUPPLY AIR DUCTS OF AIR HANDLING UNITS EXCEEDING 2000 CFM AND WHERE INDICATED ON DRAWINGS. DETECTOR TO SHUT UNIT DOWN WHEN ACTIVATED.

SUBSTITUTIONS

EQUIPMENT AND DESIGN OF SYSTEMS INDICATED ON THE DESIGN DRAWINGS AND WITHIN THESE SPECIFICATIONS SHALL BE CONSIDERED AS SPECIFIED STANDARD OF QUALITY. NO SUBSTITUTIONS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER

ANY DEVIATION FROM SPECIFIED EQUIPMENT THAT AFFECTS THE ELECTRICAL REQUIREMENTS SHALL BE COORDINATED BY THE MECHANICAL CONTRACTOR AND EQUIPMENT VENDOR WITH THE ELECTRICAL CONTRACTOR PRIOR TO SUBMITTING BIDS. FAILURE OF MECHANICAL CONTRACTOR AND VENDOR TO DO SO WILL NOT BE CAUSE FOR CHANGE OF BID AT A LATER TIME. IT WILL NOT BE THE RESPONSIBILITY OF THE ELECTRICIAN TO COORDINATE REVISED ELECTRICAL REQUIREMENTS DUE TO EQUIPMENT CHANGES INITIATED BY THE MECHANICAL CONTRACTOR AND VENDOR. IN ADDITION, THE MECHANICAL CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR ANY AND ALL CHANGES TO ENGINEERING PLANS REQUIRED BY AUTHORITY HAVING JURISDICTION.

CODES AND STANDARDS

APPLICABLE CODES:

- 2023 FLORIDA BUILDING CODE (EIGHTH EDITION) – MECHANICAL
- 2023 FLORIDA BUILDING CODE (EIGHTH EDITION) – EXISTING BUILDING
- 2023 FLORIDA BUILDING CODE (EIGHTH EDITION) – ENERGY CONSERVATION
- NFPA 90A, 2024 EDITION
- NFPA 72, 2022 EDITION (TO COVER THE AIR DUCT DETECTOR)
- FLORIDA FIRE PREVENTION CODE (FFPC), EIGHTH EDITION
- NEC, 2020 EDITION

THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS, INSPECTIONS AND PAY ALL FEES.

ENVIRONMENTAL DESIGN CONDITIONS

OUTDOOR DESIGN CONDITIONS BASED ON ASHRAE DATA FOR ORLANDO, FLORIDA, USING 0.4% COOLING CONDITIONS OF 94°F DB, 78°F WB FOR COOLING LOAD CALCULATIONS, 0.4% DEHUMIDIFICATION CONDITIONS OF 80°F DB, 78°F DP FOR DESIGN OF DEDICATED OUTDOOR AIR SYSTEMS, AND 99.6% HEATING CONDITION OF 39°F DB FOR HEATING LOAD CALCULATIONS.

INDOOR DESIGN CONDITIONS BASED ON STANDARD OFFICE ENVIRONMENT OF 75°F ±2°F.

PRODUCTS

REFER TO PLANS FOR NEW AND REUSED EXISTING EQUIPMENT. ALL NEW EQUIPMENT, ETC., SHALL BE AS SPECIFIED, FREE OF DEFECTS, AS SHOWN ON THE DRAWINGS, AND AS INDICATED IN THESE SPECIFICATIONS. ALL ELECTRICALLY POWERED EQUIPMENT SHALL BE U.L. OR E.T.L. LISTED.

WORKMANSHIP

ALL MATERIALS SHALL BE FABRICATED AND INSTALLED IN A NEAT AND WORKMANLIKE MANNER WITH THE COORDINATION OF ALL INVOLVED TRADES TO AVOID INTERFERENCES AND DELAY DUE TO LACK OF COORDINATION. NO ALLOWANCES WILL BE MADE FOR REWORK DUE TO COORDINATION DIFFICULTIES OR INTERFERENCES BETWEEN INVOLVED TRADES.

MECHANICAL CONTRACTOR SHALL DAILY REMOVE REFUSE AND DEBRIS ACCUMULATING FROM MECHANICAL CONSTRUCTION AND PRIOR TO ACCEPTANCE OF THIS WORK. LEAVE THE PREMISES BROOM CLEAN INSOFAR AS AFFECTED BY MECHANICAL WORK.

ALL DUCTWORK AND PIPING NOT OPERATIONAL DURING CONSTRUCTION SHALL BE CAPPED UNTIL FINAL CONNECTIONS ARE MADE.

ALL RETURN GRILLES ON ALL HVAC SYSTEMS BEING OPERATED DURING CONSTRUCTION SHALL HAVE FILTER MEDIA COVERING RETURN AIR OPENINGS TO PRE-FILTER AIR. FILTER MEDIA TO BE REMOVED AT THE COMPLETION OF CONSTRUCTION.

SHOP DRAWINGS AND SUBMITTALS

SUBMIT FOR ENGINEER'S APPROVAL, A MINIMUM OF 2 PRINTED COPIES OF SHOP DRAWINGS AND MANUFACTURER'S DATA FOR ALL NEW EQUIPMENT AND ACCESSORIES PRIOR TO PURCHASE AND/OR FABRICATION.

SHOP DRAWINGS FOR EQUIPMENT REQUIRING ELECTRIC POWER OR CONTROL WIRING CONNECTIONS SHALL INCLUDE COMPLETE WIRING DIAGRAMS.

SUBMITTAL PACKAGE FOR HVAC EQUIPMENT SHALL INCLUDE A COPY OF THE CERTIFICATION OF PROPOSED TEST AND BALANCE SUBCONTRACTOR. THE TEST AND BALANCE CONTRACTOR SHALL BE CERTIFIED BY ASSOCIATED AIR BALANCE COUNCIL (AABC) OR NATIONAL ENVIRONMENTAL BALANCING BUREAU (NEBB). HVAC SUBMITTALS WILL NOT BE REVIEWED WITHOUT TEST AND BALANCE CERTIFICATION DOCUMENTATION. QUALIFICATIONS OF MULTIPLE TEST AND BALANCE CONTRACTORS ARE ACCEPTABLE (TO ACCOMPLISH COMPETITIVE BIDDING OF WORK). CONTRACTOR SHALL SUBMIT FOR APPROVAL THE PROPOSED TEST AND BALANCE CONTRACTOR AT THE TIME OF BID.

WHEN PROVIDED, THE DUCTWORK SHOP DRAWINGS WILL ONLY BE REVIEWED FOR COMPLIANCE WITH THE DRAWINGS AND SPECIFICATIONS. THE DUCTWORK SHOP DRAWINGS WILL NOT BE CHECKED FOR COORDINATION WITH OTHER TRADES OR BUILDING'S STRUCTURE. IT IS THE RESPONSIBILITY OF THE CONTRACTORS TO COORDINATE AND VERIFY ROUTING AND EXACT LOCATION OF SYSTEM COMPONENTS.

RECORD DRAWINGS

CONTRACTOR SHALL PROVIDE THE ENGINEER TWO (2) SETS OF COMPLETE HVAC RECORD DRAWINGS AT THE TIME OF SUBSTANTIAL COMPLETION. RECORD DRAWINGS IN PDF FORMAT, AUTOCAD [RELEASE 2016 OR NEWER] OR AUTODESK REVIT [RELEASE 2014 OR NEWER] SHALL BE PROVIDED ON AN USB DRIVE. RECORD DRAWINGS SHALL CONSIST OF AN ACCURATE AS-BUILT RECORD OF THE INSTALLED WORK. PROJECT WILL NOT BE COMPLETE UNTIL ACCURATE RECORD DRAWINGS ARE DELIVERED.

EXECUTION

COORDINATE AND SCHEDULE THE WORK WITH THE OWNER TO MINIMIZE DISRUPTIONS TO THE NORMAL OPERATIONS AT THE BUILDING.

ALL LOCATIONS OF EQUIPMENT, DUCTWORK, PIPING, ETC., INDICATED ON THE DRAWINGS IS DIAGRAMMATIC AND SHALL BE FOLLOWED AS CLOSELY AS POSSIBLE TO THE PLANS SUBJECT TO BUILDING CONSTRUCTION AND INTERFERENCES WITH OTHER TRADES. ALL WORK SHALL BE INSTALLED TO ENSURE MAXIMUM HEADROOM, BALANCED OPERATION AND SUITABLE AESTHETIC APPEARANCE. CONTRACTOR IS RESPONSIBLE FOR ANY FIELD MEASUREMENTS REQUIRED TO PROVIDE AN APPROVED AND FUNCTIONAL INSTALLATION.

COORDINATE WITH OTHER TRADES AND FIELD-VERIFY EXISTING CONDITIONS FOR EXACT LOCATION AND ROUTING OF SYSTEMS. PROVIDE OFFSETS, TRANSITIONS AND ADAPTORS AS REQUIRED.

NOT ALL COMPONENTS REQUIRED FOR A COMPLETE INSTALLATION ARE SHOWN ON THESE DRAWINGS. REFER TO EQUIPMENT INSTALLATION INSTRUCTION, SCHEDULES AND APPLICABLE CODES FOR ADDITIONAL INFORMATION, INCLUDING REQUIRED CONNECTION LOCATIONS, TYPES AND SIZES.

PERFORM ALL WORK NECESSARY TO PREPARE THE STRUCTURE FOR THE INSTALLATION OF THE WORK. ALL HOLES, OPENINGS AND DAMAGED MATERIALS CREATED DURING CONSTRUCTION SHALL BE REPAIRED AND FINISHED BY EXPERIENCED WORKMEN.

PROVIDE ALL PENETRATIONS REQUIRED TO COMPLETE INSTALLATION AND REMOVAL OF WORK (MAINTAIN FIRE RATING OF EXISTING STRUCTURE). ALL PENETRATIONS SHALL BE PATCHED AND FINISHED TO MATCH SURROUNDING SURFACES AND FINISHES. ALL PENETRATIONS SHALL BE SLEEVED AND SEALED SO AS TO BE WATER AND AIR TIGHT.

CLEANING, TESTING AND ADJUSTING:

THE MECHANICAL CONTRACTOR, AT HIS EXPENSE, SHALL CLEAN, REPAIR, ADJUST, CHECK, BALANCE, AND PLACE IN SERVICE THE VARIOUS SYSTEMS HEREIN SPECIFIED WITH THEIR RESPECTIVE EQUIPMENT, ACCESSORIES AND APPARATUS. HE SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND TOOLS REQUIRED FOR PERFORMANCE TESTS REQUIRED BY THESE SPECIFICATIONS AND BY THE GOVERNING AUTHORITIES. NO WORK SHALL BE COVERED OR CONCEALED UNTIL PROPERLY INSPECTED AND TESTED.

TESTING:

ADJUST THE AIR CONDITIONING SYSTEMS, VENTILATING SYSTEMS, FANS, ETC., TO DELIVER NOT LESS THAN THE REQUIRED AIR QUANTITY WITH QUANTITIES IN EXCESS TO BE SUBJECT TO THE APPROVAL OF THE ENGINEER IF FOUND TO NOT HAVE OBJECTIONABLE EFFECTS SUCH AS NOISE, DRAFTS, OR MOTOR OVERLOAD.

PRIOR APPROVAL BY THE ENGINEER OF TESTING AND BALANCING CONTRACTOR IS REQUIRED. REFER TO SHOP DRAWINGS AND SUBMITTAL SECTION. TEST AND BALANCE REPORTS BY NON-APPROVED CONTRACTORS WILL BE REJECTED.

THIS CONTRACTOR SHALL PROVIDE A MINIMUM OF THREE (3) COPIES OF A TEST AND BALANCE REPORT TO THE ENGINEER AT TIME OF SUBSTANTIAL COMPLETION INSPECTION. THE TEST AND BALANCE REPORT SHALL BE PREPARED BY A CONTRACTOR CERTIFIED BY ASSOCIATED AIR BALANCE COUNCIL OR NATIONAL ENVIRONMENTAL BALANCING BUREAU

THE TEST AND BALANCE REPORT SHALL BE TYPEWRITTEN AND CONTAIN THE FOLLOWING DATA:

1. DATE, TIME, WEATHER, WHEN TEST TAKEN.
2. VOLUMETRIC AIR FLOW RATES AT EACH UNIT/FAN, INCLUDING SUPPLY, RETURN, EXHAUST AND OUTSIDE AIR AS APPLICABLE
3. STATIC PRESSURE THROUGH UNITS AND UNIT COMPONENTS.
4. MOTOR OPERATING VOLTAGE AND AMPERAGE.
5. DRIVE TYPES, SIZES AND SPEED RANGE.
6. AIR FLOW PROPERTIES BEFORE AND AFTER UNIT INCLUDING: DRY BULB, WET BULB AND DEW POINT FOR SUPPLY, RETURN, EXHAUST AND OUTSIDE AIR AS APPLICABLE.
7. AIR FLOW PROPERTIES BEFORE AND AFTER ALL HEAT EXCHANGE DEVICE (COILS, FANS, ENERGY RECOVERY DEVICES, ETC.) INCLUDING: DRY BULB, WET BULB AND DEW POINT.
7. FLUID FLOW PROPERTIES BEFORE AND AFTER ALL HEAT EXCHANGE DEVICE (COILS, ETC.) INCLUDING: ENTERING WATER TEMPERATURE, LEAVING WATER TEMPERATURE, FLOW RATE AND FLUID PRESSURE DROP THROUGH COMPONENT.
9. IDENTIFICATION OF ALL VARIABLE AIR VOLUME DEVICES WITH DESIGN AIRFLOW, MINIMUM AIRFLOW, ENTERING AIR TEMPERATURE AND LEAVING AIR TEMPERATURE.
10. PLAN IDENTIFYING ALL AIR TERMINAL DEVICES WITH DESIGN CFM AND ACTUAL CFM.

MAINTENANCE MANUALS

PROVIDE COMPLETE MAINTENANCE MANUALS (3 REQUIRED) ON ALL NEW EQUIPMENT. ORGANIZE OPERATING AND MAINTENANCE DATA INTO SUITABLE SETS OF MANAGEABLE SIZE. BIND PROPERLY INDEXED DATA IN INDIVIDUAL, HEAVY-DUTY, 2-INCH, 3-RING VINYL-COVERED BINDERS WITH POCKET FOLDERS FOR FOLDED SHEET INFORMATION. MARK APPROPRIATE IDENTIFICATION ON FRONT AND SPINE OF EACH BINDER. INCLUDE THE FOLLOWING TYPES OF INFORMATION. THE INFORMATION WILL BE TURNED OVER TO THE OWNER AT TIME OF SUBSTANTIAL COMPLETION:

- OPERATING AND MAINTENANCE INSTRUCTIONS
- SPARE PARTS LIST
- COPIES OF WARRANTIES
- WIRING DIAGRAMS
- INSPECTION REPORTS & APPROVALS
- SHOP DRAWINGS AND PRODUCT DATA
- TEST AND BALANCE INFORMATION

TRAINING SERVICES

THOROUGHLY INSTRUCT THE OWNER'S REPRESENTATIVE IN THE OPERATION OF ALL EQUIPMENT FURNISHED AND LOCATION OF ALL VALVES AND CONTROL DEVICES.

TRAIN BUILDING OWNER'S PERSONNEL DURING NORMAL WORKING HOURS ON START-UP AND SHUTDOWN PROCEDURES, TROUBLESHOOTING PROCEDURES, SERVICING AND PREVENTATIVE MAINTENANCE SCHEDULE AND PROCEDURES. REVIEW WITH THE OWNER'S PERSONNEL, THE DATA CONTAINED IN THE OPERATING AND MAINTENANCE MANUALS. SCHEDULE TRAINING WITH OWNER, PROVIDE AT LEAST 7-DAYS PRIOR NOTICE TO ARCHITECT/ENGINEER.

SYSTEM IDENTIFICATION

EQUIPMENT TAGS ON DESIGN DRAWINGS DO NOT NECESSARILY REFLECT BUILDING EQUIPMENT TAGS. DRAWING TAGS ARE FOR THIS PROJECT ONLY AND ARE TO BE USED ONLY FOR REFERENCE. COORDINATE SPECIFIC EQUIPMENT TAG INDICATIONS WITH BUILDING ENGINEER AND ANY BUILDING AUTOMATION SOFTWARE FOR CORRECT AND ACCURATE REFERENCE TAGS.

MECHANICAL CONTRACTOR SHALL MAKE AN EFFORT TO PRESERVE AND MAINTAIN READABILITY OF THE MANUFACTURER'S EQUIPMENT TAG INFORMATION AND SHALL CLEARLY INDICATE ADJACENT TO THE TAG THE KW OF THE HEATER INSTALLED IN UNIT.

HANGERS AND SUPPORTS

PROVIDE ALL NECESSARY DUCTWORK AND PIPE SUPPORTS, HANGERS, RODS, CLAMPS AND ATTACHMENTS TO PROPERLY INSTALL AND SUPPORT DUCTWORK, PIPING AND EQUIPMENT FROM THE BUILDING STRUCTURE. PROVIDE ANY ANGLE IRON OR UNISTRUT AND SUSPENSION RODS REQUIRED TO INSTALL EQUIPMENT, PIPING AND DUCTWORK. ALL SUPPORTS EXPOSED TO OUTDOORS SHALL BE CLEANED, PRIMED AND PAINTED TO PREVENT RUSTING. FINISH COLOR AS SELECTED BY OWNER.

THE USE OF BALING WIRE, NATURAL OR SYNTHETIC FABRIC STRAPS, OR PERFORATED METAL STRAPPING IS NOT ACCEPTABLE FOR SUPPORTS.

WARRANTY/GUARANTEE:

THE CONTRACTOR SHALL WARRANTY/GUARANTEE AND MAINTAIN THE STABILITY OF WORK AND MATERIALS AND KEEP SAME IN PERFECT REPAIR AND CONDITION OF THE PERIOD OF ONE (1) YEAR. DEFECTS OF ANY KIND DUE TO FAULTY WORK OR MATERIALS APPEARING DURING THE ABOVE MENTIONED PERIOD MUST BE IMMEDIATELY MADE GOOD BY THE CONTRACTOR AT HIS OWN EXPENSE TO THE ENTIRE SATISFACTION OF THE OWNER AND ARCHITECT AND ENGINEER. SUCH RECONSTRUCTION AND REPAIRS SHALL INCLUDE ALL DAMAGE TO THE FINISH OR FURNISHING OF THE BUILDING RESULTING FROM THE ORIGINAL DEFECT OR REPAIRS THERETO.

HEATING/VENTILATING/AIR CONDITIONING SPECIFICATIONS

SCOPE OF WORK

FURNISH AND INSTALL COMPLETE AIR CONDITIONING SYSTEMS AS INDICATED ON THE DESIGN DRAWINGS AND AS OUTLINED WITHIN THESE SPECIFICATIONS. WORK SHALL INCLUDE BUT NOT BE LIMITED TO THE FABRICATION AND/OR INSTALLATION OF THE SCHEDULED AIR CONDITIONING UNITS, EXHAUST FANS, VARIABLE VOLUME BOXES, AIR DISTRIBUTION AND DUCTWORK.

EQUIPMENT:

AIR CONDITIONING UNIT:

UNIT SHALL BE 100% OUTSIDE AIR SPLIT SYSTEM AIR-TO-AIR ELECTRIC AIR CONDITIONING SYSTEMS AS SCHEDULED ON THE DESIGN DRAWINGS.

TOTAL COOLING CAPACITY OF THE UNITS SHALL BE AS SCHEDULED ON DRAWINGS. UNIT CABINET SHALL BE CONSTRUCTED OF GALVANIZED STEEL, ZINC COATED AND COATED WITH BAKED ENAMEL. CABINET INSULATION SHALL COMPLY WITH FLORIDA ENERGY CONSERVATION CODE REQUIREMENTS.

REFRIGERATION SYSTEM – THE UNITS SHALL CONTAIN HERMETIC COMPRESSORS WITH SERVICE VALVES AND VIBRATION ISOLATION. UNITS SHALL HAVE DUAL COMPRESSORS AND DUAL REFRIGERATION CIRCUITS OR CAPACITY REDUCTION STEPS WHERE INDICATED ON EQUIPMENT SCHEDULE.

FANS AND MOTORS – THE INDOOR AIR FANS SHALL BE OF THE FORWARD-CURVED CENTRIFUGAL CLASS 1 TYPE OR DIRECT DIRECT PLENUM STYLE. THE OUTDOOR AIR FANS SHALL BE OF THE PROPELLER TYPE. EACH DIRECTLY DRIVEN BY AN INHERENTLY PROTECTED MOTOR. MOTOR AND DRIVE TO PROVIDE HIGHER FAN OUTPUT WHEN JOB REQUIREMENTS EXCEED STANDARD FAN CAPACITY SHALL BE PROVIDED.

SAFETY CONTROLS – COOLING SYSTEM SHALL BE PROTECTED BY: LOSS OF CHARGE PROTECTION, HIGH AND LOW PRESSURESTAT, COMPRESSOR MOTOR OVERLOADS, AND A TIMING DEVICE WHICH WILL PROHIBIT THE COMPRESSOR MOTOR FROM BEING SUBJECTED TO A STARTING CURRENT MORE THAN ONCE EVERY FIVE MINUTES.

CONTROLS – PROVIDE PROGRAMMABLE, WALL MOUNTED, HEAT/COOL ON-OFF-AUTO THERMOSTAT FOR EACH UNIT.

UNITS RECEIVING OUTSIDE AIR FOR THE PURPOSE OF VENTILATION SHALL BE PROVIDED WITH MOTORIZED, TWO-POSITION, OUTSIDE AIR INTAKE DAMPER.

PROVIDE A ONE (1) YEAR WARRANTY ON THE COMPLETE SYSTEM AND AN ADDITIONAL FOUR (4) YEAR FACTORY WARRANTY ON ALL COMPRESSORS. LOSS OF REFRIGERANT WILL BE REPLACED AT NO COST TO OWNER FOR A PERIOD OF ONE (1) YEAR.

CONDENSATE DRAINS:

TYPE L COPPER OR PVC. ROUTE AS INDICATED ON PLANS. INSULATE WITH 1/2" ELASTOMERIC FOAM INSULATION RATED FOR PLENUM APPLICATION. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. PIPING THAT PENETRATES MASONRY WALLS SHALL BE PROPERLY SLEEVED AND SEALED WEATHER TIGHT AT EACH MASONRY PENETRATION.

CONDENSATE PIPING INSULATION EXPOSED TO OUTDOORS SHALL BE INSULATED WITH 1/2" FOAMGLASS CLOSED-CELL INSULATION AND PROTECTED WITH 0.032" EMBOSSED ALUMINUM JACKET SECURED WITH BANDS (NOT SCREWS). JACKET SHALL BE INSTALLED WITH THE SEAM ON THE BOTTOM TO PREVENT WATER ACCUMULATION WHEN EXPOSED TO THE OUTDOORS.

REFRIGERATION PIPING:

ALL WORK DESCRIBED IN THIS SECTION SHALL BE PERFORMED ONLY BY SKILLED REFRIGERATION MECHANICS. REFRIGERATION PIPING SHALL BE FIELD FABRICATED.

WORKMANSHIP ON THESE SYSTEMS MUST BE GOOD, AND CLEANLINESS OF THE PIPING SYSTEMS IS MANDATORY. WORK THAT DOES NOT MEET THESE CRITERIA SHALL BE REMOVED AND REPLACED AT NO COST TO THE OWNER. THE ENGINEER SHALL DETERMINE WHETHER THE WORK MEETS THESE CRITERIA.

PIPING SHALL BE ASTM B280 MUELLER STREAMLINE ACR OR READING TYPE ACR FACTORY SEALED NITROGEN CHARGED SPECIAL REFRIGERATION DUTY COPPER TUBING. FITTINGS SHALL BE MUELLER OR NIBCO WROUGHT COPPER LONG RADIUS REFRIGERATION TYPE.

REFRIGERANT PIPING BELOW GRADE SHALL BE ROUTED IN MINIMUM 4 IN. DIAMETER PVC PIPE SLEEVES TO EACH CONDENSING UNIT. ALL UNDERGROUND REFRIGERANT PIPING SHALL BE CONTINUOUS SOFT-DRAWN TUBING WITH NO UNDERGROUND JOINTS ALLOWED. REFRIGERANT PIPE SIZES SHALL BE SIZED PER A/C EQUIPMENT MANUFACTURER'S RECOMMENDATION BASED ON LENGTH OF RUN BETWEEN CONDENSING UNITS AND AHU'S.

SOLDER SHALL BE 4% SILVER/96% TIN WITH MELTING POINT OF 430°F WITH TENSILE STRENGTH OF 14,000 PSI AND SHEAR STRENGTH OF 10,600 PSI, BRIGHT SILVER NON-OXIDIZING COLOR. 95-5 SOLDER WILL NOT BE PERMITTED. DO NOT BRAZE. J.W. HARRIS STAY-BRITE AND ENGELHARD BRAZE-IT 430 ARE ACCEPTABLE.

FILL PIPING WITH OIL PUMPED DRY NITROGEN DURING ALL SOLDERING OPERATIONS.

BUILD UP 20 PSIG IN SYSTEM WITH R-410A AND THEN INCREASE PRESSURE TO 150 PSIG IN SYSTEM WITH R-410A AND THEN INCREASE PRESSURE TO 150 PSIG IN SUCTION PIPING WITH 350 PSIG IN HIGH SIDE PIPING WITH DRY NITROGEN. TAP ALL FITTINGS WITH RUBBER MALLET. LEAK TEST WITH HALIDE TORCH. REPAIR ANY LEAKS DISCOVERED BY COMPLETELY REMAKING THE LEAKING JOINTS. REPEAT PROCEDURE UNTIL SYSTEM IS PROVEN TIGHT FOR A 24 HOUR PERIOD.

BLEED OFF PRESSURE AND EVACUATE SYSTEM TO 0.1" HG ABSOLUTE, MEASURING SAME WITH ZIMMERLI VACUUM GAUGE OR MANOMETER. BREAK VACUUM BY INJECTING R-410A INTO SYSTEM AT FARTHEST POINT IN PIPING FROM COMPRESSOR. RE-EVACUATE TO 0.1" HG ABSOLUTE. SYSTEM MUST HOLD THIS VACUUM FOR 15 MINUTES. REPAIR LEAKS AS REQUIRED UNTIL IT DOES. CHARGE SYSTEM WITH PROPER QUANTITY OF REFRIGERANT.

COVER ALL SUCTION PIPING (INDOORS AND OUTDOORS), FITTINGS, VALVES, ETC., CONTINUOUS THROUGH SLEEVES, HANGERS, ETC., WITH 3/4" ELASTOMERIC INSULATION (ARMACELL MODEL# AP-ARMAFLEX) INSTALLATION SHALL BE CONDENSATION-FREE, AND INSTALLED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. PROTECT ALL INSULATION EXPOSED TO OUTDOORS WITH 0.032" EMBOSSED ALUMINUM JACKET SECURED WITH BANDS (NOT SCREWS). JACKET SHALL BE INSTALLED WITH THE SEAM ON THE BOTTOM TO PREVENT WATER ACCUMULATION WHEN EXPOSED TO THE OUTDOORS.

PIPE HANGERS, WHERE NEEDED, SHALL BE ANVIL/GRINNELL #260 CLEVIS TYPE, 5 FEET ON CENTER, SECURELY ATTACHED TO BUILDING CONSTRUCTION.

COPPER PIPING THAT PENETRATES MASONRY WALLS SHALL BE PROPERLY SLEEVED AND SEALED WEATHERTIGHT AT EACH MASONRY PENETRATION.

PIPE SUPPORT: ATTACH LINES SECURELY ALONG PAD/FLOOR/EQUIPMENT/STRUCTURE TO PREVENT MOVEMENT. SUPPORT IN A MANNER THAT LINES THAT DO NOT HANG FROM EVAPORATOR CONNECTIONS OR BLOCK ACCESS TO FILTERS, CONTROLS, ETC.

TRAP OIL IN SUCTION LINE AT EVAPORATOR COIL. NO OTHER COIL TRAPS PERMITTED. PROVIDE SUCTION RISERS, CHECK VALVES, SOLENOID VALVES, OR OTHER DEVICES REQUIRED IN PIPING SYSTEM BY MANUFACTURERS INSTALLATION INSTRUCTIONS.

FURNISH ALL LABOR AND MATERIALS TO REPLACE REFRIGERANT LOST DURING THE ONE YEAR WARRANTY PERIOD.

CONTROLS

FACTORY MOUNTED CONTROL SHALL BE PROVIDED TO ACCOMPLISH THE SEQUENCE OF OPERATION. ALL INTERIOR CONTROLS SHALL BE FACTORY FURNISHED AND INSTALLED.

AIR DISTRIBUTION EQUIPMENT: EXISTING TO REMAIN

DUCTWORK:

CONSTRUCTED TO CONFORM TO LATEST EDITION OF SMACNA STANDARDS BASED ON THE FOLLOWING CRITERIA:

1. SUPPLY AIR: 2 IN. W.G. POSITIVE PRESSURE (CLASS C)
2. RETURN AIR: 1 IN. W.G. NEGATIVE PRESSURE (CLASS C)
3. OUTSIDE AIR: 2 IN. W.G. POSITIVE/NEGATIVE PRESSURE (CLASS C)

LOW PRESSURE DUCTWORK:

- GALVANIZED STEEL OF GAUGES CONFORMING TO LATEST EDITION OF SMACNA STANDARDS BASED ON CRITERIA ABOVE. THE GALVANIZED DUCT COATING SHALL BE G-90. (APPLICABLE FOR SUPPLY, RETURN AND EXHAUST)

ALL DIMENSIONS ARE INSIDE NET FREE AREA.

ADJUSTABLE SPLITTERS AND DAMPERS SHALL BE INSTALLED IN EVERY SPLIT AND BRANCH DUCT AND SHALL BE PROVIDED WITH LOCKING QUADRANTS ON EXPOSED OR IN ACCESSIBLE AREAS OF THE DUCT FOR EASE OF OPERATION.

ELBOWS OR CHANGES IN DUCT DIRECTION GREATER THAN 45 DEGREES SHALL BE FITTED WITH AIR TURNS CONSISTING OF CURVED AIRFOIL BLADES OR VANES WHICH WILL PERMIT THE AIR TO MAKE ABRUPT TURNS WITHOUT APPRECIABLE TURBULENCE.

PROVIDE REMOTE CABLE DAMPER OPERATORS FOR DAMPERS INSTALLED IN HARD CEILINGS WHEN ACCESS TO DAMPERS IS NOT AVAILABLE. THE CABLE OPERATORS SHALL INCLUDE CABLE AND WIRE, SOCKET WRENCH OPERATOR WITH MOUNTING BRACKETS AND CABLE CLAMP AND ALL NECESSARY MOUNTING HARDWARE TO ATTACH TO DAMPER SHAFTS AND DUCTWORK. THE OPERATOR SHALL BE INSTALL IN AN ACCESSIBLE LOCATION OR PROVIDED WITH AN ACCESS PANEL. THE REMOTE CABLE DAMPER OPERATORS SHALL BE AS MANUFACTURED BY YOUNG REGULATOR COMPANY OR EQUAL FROM VENTLOCK.

FIRE SAFETY CONTROLS:

AS A MINIMUM REQUIREMENT, INSTALL DUCT SMOKE DETECTOR FURNISHED AND WIRED BY DIVISION 26 IN SUPPLY AIR DUCTS OF UNITS EXCEEDING 2,000 CFM AND IN THE RETURN AIR DUCTS OF UNITS EXCEEDING 15,000 CFM. DETECTOR TO SHUT UNIT OFF WHEN ACTIVATED.

VIBRATION ISOLATION:

ALL BLOWER UNITS AND VIBRATING TYPE EQUIPMENT SHALL BE PROPERLY FITTED WITH MASON INDUSTRIES VIBRATION ISOLATION EQUIPMENT SIZED IN ACCORDANCE WITH EQUIPMENT WEIGHT AND DUTY.

PROVIDE FLEXIBLE CONNECTORS AT ALL SUPPLY AND RETURN CONNECTIONS TO AIR HANDLING EQUIPMENT CONSISTING OF HEAVY CANVAS OR NEOPRENE FABRIC WITH AIR-TIGHT SEAMS AND CONNECTIONS TO THE EQUIPMENT.

AIR FILTERS:

FILTERS SHALL BE 20% EFFICIENT 1" PLEATED MEDIA, DISPOSABLE TYPE IN A RIGID FRAME WITH A SUPPORTING MAZE ACROSS BOTH ENTERING AND LEAVING SURFACES. SUPPLY ONE COMPLETE SET OF EXTRA FILTERS AFTER OWNER'S FINAL ACCEPTANCE. FARR 20/20 OR EQUAL.

INSULATION:

SHALL BE AS MANUFACTURED BY CERTAINTEED, OWENS-CORNING, JOHNS MANVILLE, PITTSBURGH CORNING, ARMSTRONG, OR APPROVED EQUAL. INSULATION SUNDRIES AND ADHESIVES SHALL BE AS MANUFACTURED BY BENJAMIN FOSTER, CHILDERS, VIMASCO, OR APPROVED EQUAL. ALL INSULATION SHALL BE SUITABLE FOR INSTALLATION IN A RETURN AIR PLENUM.

INSULATE ALL SHEETMETAL DUCTWORK EXCEPT EXHAUST DUCTWORK EXTERNALLY WITH MANVILLE MICROLITE FSK INSULATION (TYPE 75 OR 100) OR APPROVED EQUAL. INSULATION TO HAVE FSK FACING AND UL FIRE HAZARD CLASSIFICATION OF: FLAME SPREAD 25, SMOKE DEVELOPED 50, FUEL CONTRIBUTED 50. INSTALL INSULATION PER SMACNA, FLORIDA MODEL ENERGY EFFICIENCY CODE AND MANUFACTURER'S RECOMMENDATIONS. ALL INSULATION JOINTS SHALL BE SEALED WITH GLASS FABRIC AND MASTIC.

MINIMUM INSULATION VALUES (THICKNESSES) ARE AS FOLLOWS:

- SUPPLY AND RETURN AIR IN UNCONDITIONED SPACE: R-4.2 MIN. (1.5")
- OUTSIDE AIR: R-6.0 MIN. (2")
- SUPPLY AIR AND RETURN AIR IN ATTIC SPACE: R-8.0 MIN. (2.0")

ABOVE REQUIREMENTS ARE BASED ON THE 2023 FLORIDA BUILDING CODE, 8TH EDITION, ENERGY CONSERVATION. CONTRACTOR SHALL MATCH EXISTING INSULATION CONDITIONS WHERE THEY EXCEED THE ABOVE TABLE.

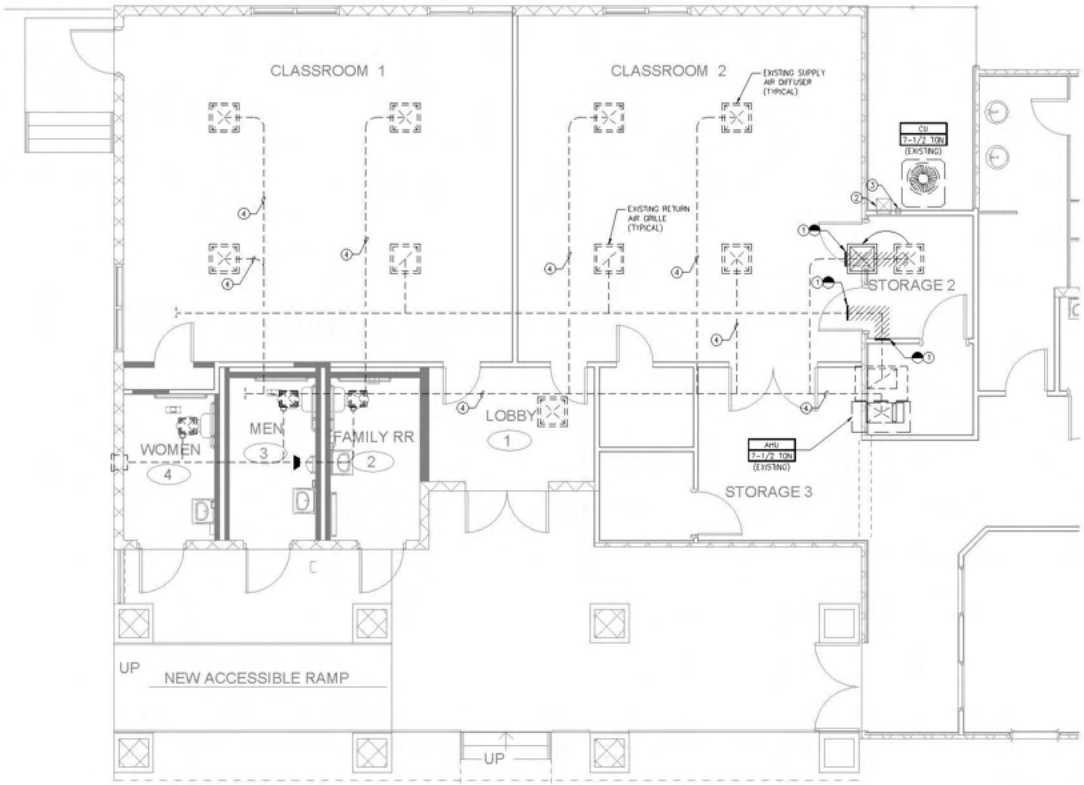
PIPING INSULATION EXPOSED TO OUTDOORS SHALL BE INSULATED WITH CLOSED-CELL FOAM-GLASS INSULATION WITH AN INSULATING VALUE IN COMPLIANCE WITH FLORIDA ENERGY CODE TABLE C403.2.10 BASED ON FLUID TEMPERATURES. PIPING SHALL BE PROTECTED WITH 0.032" EMBOSSED ALUMINUM JACKET SECURED WITH BANDS (NOT SCREWS). JACKET SHALL BE INSTALLED WITH THE SEAM ON THE BOTTOM TO PREVENT WATER ACCUMULATION WHEN EXPOSED TO THE OUTDOORS.

CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING ADEQUATE AND PROPER INSULATION AND MOISTURE-SEAL IN A MANNER THAT WILL PERMANENTLY PREVENT THE ACCUMULATION OF ANY OBJECTIONABLE MOISTURE ON THE EXTERIOR OF AIR CONDITIONING UNITS, REFRIGERANT PIPING, CONDENSATE DRAIN PIPING, AIR DUCTS OR OTHER PARTS OF THE SYSTEM. CONTRACTOR SHALL CORRECT THE CAUSE OF ANY CONDENSATION AND FULLY REPAIR, WITHOUT COST TO THE OWNER, ANY DAMAGES TO BUILDING SURFACES, FURNISHINGS OR EQUIPMENT CAUSED BY CONDENSATION FROM THIS SYSTEM, FOR THE FULL PERIOD OF THE GUARANTEE.

H.V.A.C. LEGEND

	EXISTING SUPPLY DIFFUSER
	EXISTING RETURN GRILLE
TYPE / CFM	EQUIPMENT TAG
	EXISTING DUCTWORK
	DEMO EXISTING DUCTWORK (HATCH DENOTES REMOVAL WORK)
	NEW DUCTWORK
T	NEW THERMOSTAT
T	EXIST. THERMOSTAT
	POINT OF DEMARCATION (EXISTING TO REMOVE)
	POINT OF CONNECTION (EXISTING TO NEW)
M	MOTOR OPERATOR
CD	CONDENSATE DRAIN
	ELBOW UP
	ELBOW DOWN
REF	REFERGERANT LINE (REF)

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1 M1.1 PARTIAL HVAC FLOOR PLAN - DEMOLTION SCALE: 1/4" = 1'-0"

NORTH

HVAC Demolition Key Notes:

1. CONTRACTOR SHALL RELOCATE EXISTING SUPPLY AIR DIFFUSER AND REMOVE SUPPLY AIR DUCT TO POINT OF DEMARCATION. CONTRACTOR SHALL PATCH EXISTING CEILING AS REQUIRED. DUE TO ALL NEW WORK.
2. EXISTING ANTENNA.
3. EXISTING ROOF DRAIN DOWN SPOUT.
4. CONTRACTOR SHALL REMOVE ALL INSULATION ON EXISTING SUPPLY AIR DUCT INCLUDING INSULATED FLEX DUCT TO EXISTING SUPPLY AIR DIFFUSER.

HVAC General Notes:

1. ALL SYSTEMS SHALL BE FABRICATED AND INSTALLED IN A NEAT AND PROFESSIONAL MANNER WITH THE COORDINATION OF ALL INVOLVED TRADES TO AVOID INTERFERENCE AND DELAY DUE TO LACK OF COORDINATION NO ALLOWANCES WILL BE MADE FOR REWORK DUE TO COORDINATION DIFFICULTIES OR INTERFERENCE BETWEEN INVOLVED TRADES.
2. EXISTING DUCTWORK SYSTEMS SHOWN ON THIS PLAN ARE BASED ON FIELD OBSERVATIONS AND AVAILABLE RECORD DRAWINGS. THIS INFORMATION IS PARTIALLY UNVERIFIED. CONTRACTOR ACCEPTS RESPONSIBILITY FOR FIELD VERIFICATION AND INVESTIGATION PRIOR TO SUBMITTING BID. DO NOT SCALE THESE PLANS.

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REV#	DATE	DESCRIPTION

SEAL: Jose A. Marques, PE, FL Reg. No. 37313

PROJECT TITLE

Chambers Park Community Center
2380 Smith Street
Kissimmee, FL 34742

SHEET TITLE

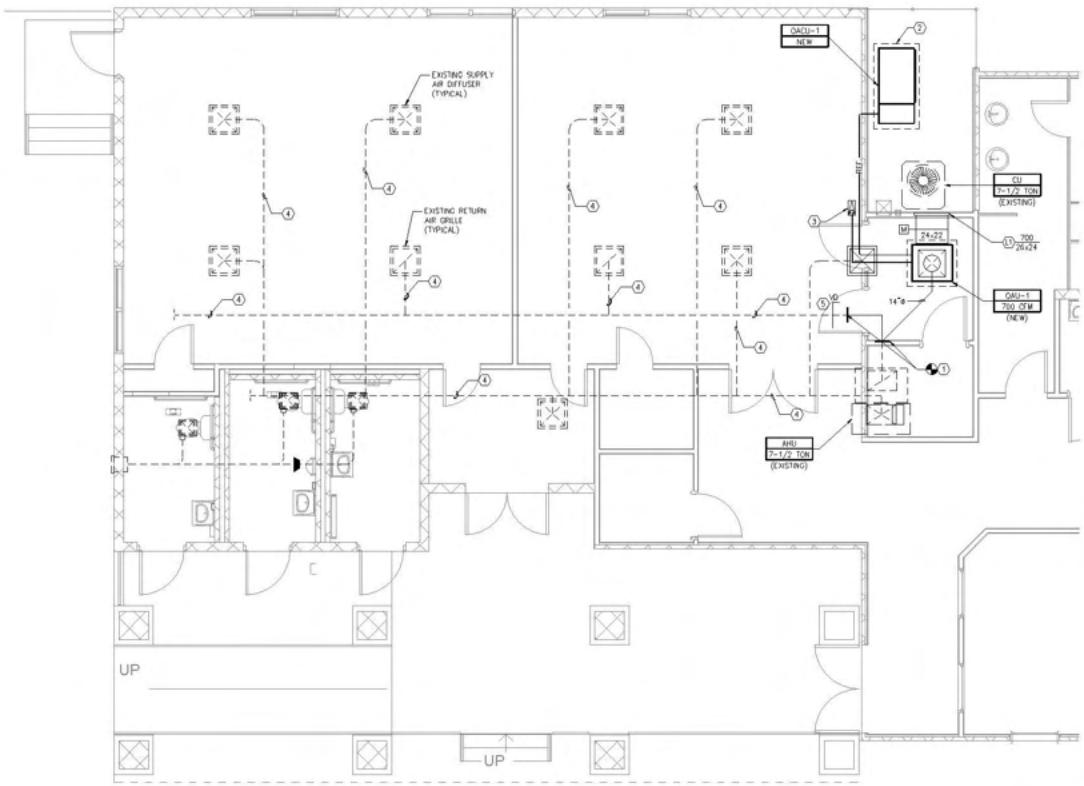
PARTIAL HVAC FLOOR PLAN DEMOLITION

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1 M1.2 PARTIAL HVAC FLOOR PLAN - RENOVATION SCALE: 1/4" = 1'-0" NORTH

HVAC Renovation Key Notes:

1. CONTRACTOR SHALL CONNECT NEW 14"ø OUTSIDE AIR DUCT INTO EXISTING RETURN AIR DUCT AT POINT OF CONNECTION. CONTRACTOR SHALL FIELD VERIFY EXACT SIZE AND LOCATION OF EXISTING RETURN AIR DUCT AND PROVIDE NECESSARY FITTINGS TO MAKE FINAL CONNECTION.
2. CONTRACTOR SHALL PROVIDE CONCRETE EQUIPMENT PAD. FIELD COORDINATE LOCATION OF CONDENSING UNIT WITH OWNER. PROVIDE REQUIRED ELECTRICAL CLEARANCES.
3. CONTRACTOR SHALL ROUTE 1" CONDENSATE PIPING TO EXTERIOR OF BUILDING TO SPLASH BLOCK. SEAL WEATHER TIGHT ALL PIPING PENETRATIONS THROUGH EXISTING WALL.
4. CONTRACTOR SHALL RE-INSULATE ALL EXISTING SUPPLY AND RETURN AIR DUCT WITH NEW INSULATION PER SPECIFICATIONS. PROVIDE NEW INSULATED FLEX DUCT TO EXISTING SUPPLY AIR DIFFUSERS. CONTRACTOR SHALL CLEAN EXISTING SUPPLY AIR DIFFUSERS.
5. ADD NEW VOLUME DAMPER.

HVAC General Notes:

1. ALL SYSTEMS SHALL BE FABRICATED AND INSTALLED IN A NEAT AND PROFESSIONAL MANNER WITH THE COORDINATION OF ALL INVOLVED TRADES TO AVOID INTERFERENCE AND DELAY DUE TO LACK OF COORDINATION. NO ALLOWANCES WILL BE MADE FOR REWORK DUE TO COORDINATION DIFFICULTIES OR INTERFERENCE BETWEEN INVOLVED TRADES.
2. EXISTING DUCTWORK SYSTEMS SHOWN ON THIS PLAN ARE BASED ON FIELD OBSERVATIONS AND AVAILABLE RECORD DRAWINGS. THIS INFORMATION IS PARTIALLY UNVERIFIED. CONTRACTOR ACCEPTS RESPONSIBILITY FOR FIELD VERIFICATION AND INVESTIGATION PRIOR TO SUBMITTING BID. DO NOT SCALE THESE PLANS.

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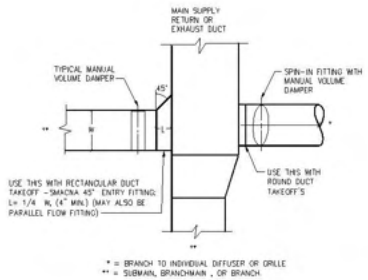
PROJECT TITLE
Chambers Park Community Center
2380 Smith Street
Kissimmee, FL 34742

SHEET TITLE
PARTIAL HVAC FLOOR PLAN RENOVATION

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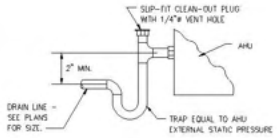
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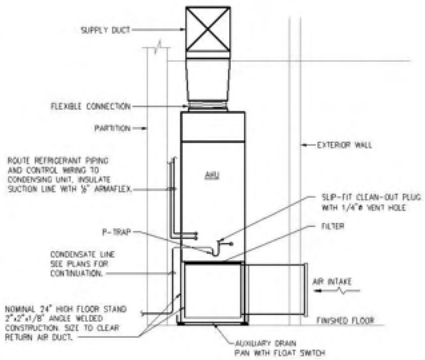
Low Pressure Duct Volume Damper Requirements

NOT TO SCALE



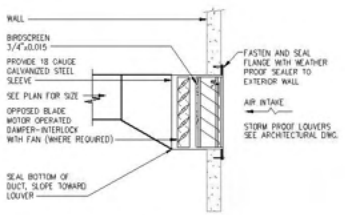
CONDENSATE DRAIN DETAIL

NOT TO SCALE



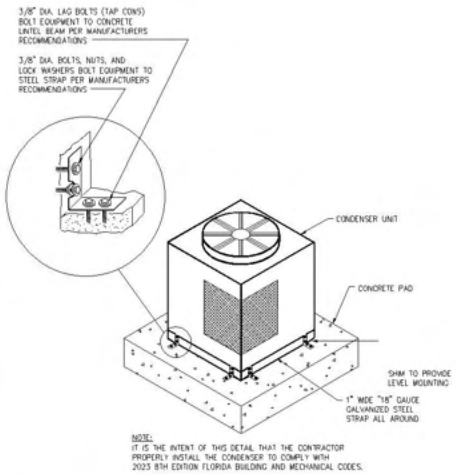
VERTICAL DX AHU DETAIL

NOT TO SCALE



INTAKE LOUVER DETAIL

NOT TO SCALE



NOTE:
IT IS THE INTENT OF THIS DETAIL THAT THE CONTRACTOR PROPERLY INSTALL THE CONDENSER TO COMPLY WITH 2023 8TH EDITION FLORIDA BUILDING AND MECHANICAL CODES.

CONDENSING UNIT MOUNTING CURB DETAIL

NOT TO SCALE

100% OUTSIDE AIR UNIT SPLIT SYSTEM W SCHEDULE

Plan Mark	OAU-1/CU-1
System Type	DX
Nominal Tons	-
Area Served	CLASS ROOMS
Supply Air Flow (CFM)	700
Outside Air Flow (CFM)	700
INDOOR UNIT	
Coil:	
Ent. Air Temp. (DB/WB)	88.0/80.0
Lvg. Air Temp. (DB/WB)	53.1/52.9
Total Gross Cap. (MBH)	64.0
Sensible Gross Cap. (MBH)	28.0
Face Area	-
Rows/FPI	-
Evap. Fan:	-
Drive Type	-
External/Total S.P.	0.5
Motor (HP/RPM)	0.20/1526
Volts/ø	208/3
Heater:	
Stages	-
KW	-
Volts/ø	-
Unit Power Requirements	
MCA	3
MFS	15
Manufacturer	AAON
Model Number	V3-B08-B-0-161C-000
OUTDOOR UNIT	
Compressor:	
Stages	-
Compressors (No./RLA/LRA)	1/16.9/-
Volts/ø	208/3
Condensor Fan:	
Fans (No./FLA)	1/2.8
Volts/ø	208/3
Unit Power Requirements	
MCA	24
MFS	40
EER/COP/SEER/IPLV	14
Manufacturer	AAON
Model Number	CFA-005-A-A-B-DA0OH
Oper. Weight Indoor Unit (lbs)	371
Oper. Weight Outdoor Unit (lbs)	413

NOTES:
1. PROVIDE UNIT WITH FACTORY CONTROLS AND SINGLE POINT ELECTRICAL CONNECTION.
2. FILTERS SHALL BE MERV 8 PLEATED MEDIA. DISPOSABLE TYPE IN A RIGID FRAME WITH A SUPPORTING MAZE ACROSS BOTH ENTERING AND LEAVING SURFACES. SUPPLY ONE COMPLETE SET OF EXTRA FILTERS AFTER OWNER'S FINAL ACCEPTANCE.
3. CONTRACTOR SHALL INSTALL EQUIPMENT TO COMPLY WITH REQUIRED ELECTRICAL CLEARANCES FOR THIS OR SURROUNDING EQUIPMENT. FIELD COORDINATE PRIOR TO INSTALLATION.
4. MECHANICAL CONTRACTOR TO PROVIDE STARTERS FOR UNITS NOT PROVIDED WITH BUILT-IN STARTERS OR CONTACTORS.
5. SINGLE POINT OF CONNECTION ON UNITS SHALL BE FACTORY PROVIDED WITH PROPER FUSES OR CIRCUIT BREAKERS TO PROTECT INDIVIDUAL DOWNSTREAM COMPONENTS SUCH AS HEATERS AND FAN MOTORS, AND WIRING FROM SINGLE POINT OF CONNECTION TERMINAL BLOCK TO ALL DOWNSTREAM HEATERS AND FAN MOTORS.
6. WHEN COMPONENTS ARE SHIPPED SEPARATELY FOR FIELD INSTALLATION, CONTRACTOR SHALL INCLUDE ALL COST RELATED TO WIRING AND OVER-CURRENT PROTECTION REQUIREMENTS.
7. SEQUENCE OF OPERATION: UNIT SHALL BE INTERLOCKED WITH EXISTING 7-1/2 TON AC UNIT TO RUN WHENEVER 7-1/2 TON AIR HANDLER IS ON. SUPPLY AIR TEMPERATURE SHALL BE SET TO 70°F.
8. COIL DISCHARGE TEMPERATURE SHALL BE SET AT 54°.

INTAKE WALL LOUVER SCHEDULE

MARK	TYPE	CFM	SIZE (IN)	FREE AREA (SF)	ΔP (INWG)	SERVICE	MATERIAL	FINISH	MANUFACTURER MODEL NUMBER	REMARKS
L-1	WIND DRIVEN RAIN RESISTANT LOUVER (HIGH)	700	26x24	7.65	0.06	FRESH AIR	ALUMINUM	-	RUSKIN ELF375DFL	-

NOTES:
1. PROVIDE ALUMINUM BIRD SCREEN BEHIND LOUVER.

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SEAL: Jose A. Marques, PE, FL Reg. No. 37313

PROJECT TITLE

Chambers Park Community Center
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SHEET TITLE

HVAC SPECIFICATIONS AND LEGEND

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PLUMBING SPECIFICATIONS

GENERAL

CODES AND STANDARDS:

ALL PLUMBING WORK SHALL BE IN STRICT COMPLIANCE WITH THE 2023 (8TH EDITION) FLORIDA BUILDING CODE AND 2023 (8TH ADDITION) FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION CHAPTER 11.

THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS, INSPECTIONS AND PAY ALL FEES.

WATER SUPPLY SYSTEM:

EXTEND WATER SERVICE AS INDICATED ON DESIGN DRAWINGS.

PROVIDE SHOCK ABSORBERS AND VACUUM BREAKERS WHERE REQUIRED.

PIPE AND FITTINGS ABOVE GROUND – TYPE L HARD COPPER AND WROUGHT COPPER FITTINGS, WITH SOLDERED JOINTS (USE ONLY "LEAD FREE" SOLDER)

VALVES (3 INCH AND LARGER) – GATES VALVES – ALL BRONZE, LEAD FREE*, RISING STEM, DOUBLE WEDGE TAPER SEAT, 125 PSI STEAM PRESSURE.

VALVES (2-1/2 INCH AND SMALLER) TWO PIECE 400 PSI WSP FULL PORT BRONZE BODY, LEAD FREE*, BALL VALVE WITH THREADED ENDS, LOCKABLE LEVER HANDLE AND REPLACEABLE TEFLON OR TFE SEATS.

CHLORINATION – BEFORE BEING PLACED IN SERVICE ALL WATER DISTRIBUTION SYSTEMS SHALL BE STERILIZED WITH CHLORINE IN ACCORDANCE WITH PLUMBING CODE AND AWWA C-651 OR C-652 STANDARD PROCEDURE FOR DISINFECTING WATER MAINS.

*LEAD FREE REFERS TO THE WETTED SURFACE OF PIPE, FITTINGS, AND FIXTURES IN POTABLE WATER SYSTEMS THAT HAVE A WEIGHTED AVERAGE LEAD CONTENT LESS THAN 0.25% PER THE SAFE DRINKING WATER ACT AND OTHER EQUIVALENT STATE REGULATIONS.

CONNECTIONS TO MISCELLANEOUS EQUIPMENT:

ROUGH-IN AND CONNECT WATER, WASTE, AND VENT TO COMPLETE THE INSTALLATION OF EQUIPMENT LISTED ON THE DRAWINGS

PLUMBING FIXTURES SHALL BE PROVIDED COMPLETE AS SHOWN ON THE DRAWINGS WITH ALL REQUIRED SUPPLY, WASTE, SOIL, AND VENT CONNECTIONS, TOGETHER WITH ALL FITTINGS, SUPPORTS, FASTENING DEVICES, COCKS, VALVES, AND TRAPS.

ALL FIXTURES SHALL HAVE STOP VALVES ON ALL WATER CONNECTIONS. ALL EXPOSED METAL TRIM ON ALL FIXTURES SHALL BE POLISHED CHROMIUM PLATED.

ALL EXPOSED PIPES EXTENDING FROM WALL SHALL HAVE CHROMIUM PLATED BRASS ESCUTCHEON MOUNTED AGAINST WALL. EXPOSED PVC PIPING AND P-TRAPS ARE UNACCEPTABLE.

THE PLUMBING FIXTURES SHALL BE ROUGHED-IN ACCORDANCE WITH MANUFACTURER'S "ROUGH-IN INFORMATION". PROVISIONS FOR MOUNTING WALL FIXTURES SHALL BE MADE WHILE THE WALL IS BEING BUILT. PROVIDE ADDITIONAL BLOCKING, HANGERS, AND SUPPORTS AS REQUIRED.

DRAINAGE SYSTEM:

EXTEND PIPING FROM NEW FIXTURES AND EQUIPMENT AND CONNECT TO SYSTEMS AS INDICATED ON THE DRAWINGS.

PIPE SLOPE:

2-1/2 INCH DIAMETER AND LESS SHALL BE INSTALLED WITH A FALL OF NOT LESS THAN 1/4 INCH PER FOOT.

3 INCH DIAMETER OR LARGER SHALL BE INSTALLED WITH A FALL NOT LESS THAN 1/8 INCH PER FOOT.

CONDENSATE LINES SHALL BE SLOPED A MINIMUM OF 1/8" PER FOOT.

PIPE AND FITTINGS:

ABOVE GRADE:

SCHEDULE 40 PVC, DWV COPPER, OR SERVICE WEIGHT CAST IRON

ALL CAST IRON SOIL PIPE AND FITTINGS SHALL BE MARKED WITH THE COLLECTIVE TRADEMARK OF THE CAST IRON SOIL PIPE INSTITUTE (CISPI) AND BE LISTED BY NSF INTERNATIONAL.

DRAIN, WASTE AND VENT PIPING LOCATED IN FIRE RATED WALL ASSEMBLIES AND RETURN AIR PLENUMS SHALL BE SERVICE-WEIGHT CAST IRON WITH SPIGOT FITTINGS OR HUBLESS SOIL PIPE COUPLINGS AS MANUFACTURED BY MISSION (HW), HUSKEY OR CLAMPALL (125# OF TORQUE).

BELOW GRADE:

SCHEDULE 40 PVC OR SERVICE WEIGHT CAST IRON WITH HUB AND SPIGOT FITTINGS OR HUBLESS SOIL PIPE COUPLINGS AS MANUFACTURED BY MISSION (HW), HUSKEY OR CLAMPALL (125# OF TORQUE).

SERVICE-WEIGHT CAST IRON WITH NO/HUB OR BELL AND SPIGOT FITTINGS. NO/HUB COUPLING SHALL CONFORM TO CISPI STANDARD 310 (LATEST EDITION) AND SHALL BE LISTED BY NSF INTERNATIONAL.

ALL CAST IRON SOIL PIPE AND FITTINGS SHALL BE MARKED WITH THE COLLECTIVE TRADEMARK OF THE CAST IRON SOIL PIPE INSTITUTE (CISPI) AND BE LISTED BY NSF INTERNATIONAL.

PROVIDE CLEANOUTS EVERY 75 FEET, AT CHANGES IN DIRECTION, AT BASE OF DOWNSPOUTS AND AT BASE OF SOIL AND WASTE STACKS.

SHOCK ARRESTOR: MIFAB, SIOUX CHIEF OR EQUAL

WALL CLEANOUT: MIFAB, ZURN, JONESPEC, JOSAM OR EQUAL.

FLOOR CLEANOUT: MIFAB, ZURN, JONESPEC, JOSAM OR EQUAL.

VENTS SHALL BE EXTENDED TO EXTERIOR OF BUILDING. AIR ADMITTANCE VALVES ARE NOT ACCEPTABLE.

PLUMBING FIXTURE SCHEDULE

PLAN MARK	DESCRIPTION	MANUF. / MODEL No.
WC-1	WATER CLOSET: (PRESSURE-ASSISTED)	
	1. PRESSURE-ASSISTED, VITREOUS CHINA, FLOOR MOUNTED ELONGATED BOWL, CLOSE-COUPLED TANK, 16 1/2" HIGH FROM FINISH FLOOR, 1.6 G.P.F.	AMERICAN STANDARD 2467.016
	2. PRESSURE ASSIST; FLUSHOMETER TANK SYSTEM	SLOAN-FLUSHMATE
	3. SEAT: WHITE EXTRA HEAVY DUTY PLASTIC FOR ELONGATED BOWL, OPEN FRONT LESS COVER WITH CONCEALED CHECK AND S.S. HINGE POST.	BEMIS 1655-SSCT
	4. SUPPLY: 3/8" ANGLE BALL STOP, 1/4 TURN, WITH ANNEALED VERTICAL TUBE AND ESCUTCHEON.	McGUIRE
UR-1	URINAL:	
	1. VITREOUS CHINA, 1.0 GPF, FLUSHING RIM, 3/4"TOP INLET SPUD, EXTENDED PRIVACY SIDES, STRAINER INCLUDED.	AMERICAN STANDARD 6590.001EC
	2. CARRIER: RECTANGULAR STEEL UPRIGHTS, WITH SUPPORT PLATES.	ZURN 1222
	3. SUPPLY: EXPOSED MANUAL, 1.0 GPF, POLISHED CHROME FINISH, TOP SPUD CONNECTION.	SLOAN ROYAL 180-1.0
L-1	LAVATORY: (PHYSICALLY HANDICAPPED)	
	1. VITREOUS CHINA, WALL HUNG, 20 1/2"x18 1/4", PUNCHED FOR COMBINATION FITTINGS 1 1/4" GRID STRAINER AND TAILPIECE.	AMERICAN STANDARD 0355.012
	2. FITTING: SINGLE CONTROL HANDLE, 4" CENTERSET, CAST BRONZE BODY, LESS POP-UP DRAIN, POP AND HOLE, 0.5 GPM VANDAL RESISTANT, LAMINAR SPRAY.	AMERICAN STANDARD 6114.116.002
	3. TRAP: CAST BODY ADJUSTABLE "P" TRAP WITH CLEANOUT AND WHEELCHAIR DRAIN OFFSET, INSULATE DRAIN AND HOT WATER SUPPLY LINE.	McGUIRE
	4. SUPPLY: 3/8" ANGLE SUPPLY WITH ANNEALED VERTICAL TUBE, WHEEL HANDLE STOPS AND ESCUTCHEON.	McGUIRE
	5. CARRIER: RECTANGULAR STEEL UPRIGHTS WITH CONCEALED ARMS AND SLEEVES	ZURN Z-1231
FD-1	FLOOR DRAIN: (AUTOMATIC TRAP PRIMER)	
	1. DRAIN: CAST IRON BODY WITH BOTTOM OUTLET COMBINATION INVERTIBLE MEMBRANE CLAMP AND DEEP SEAL TRAP ADJUSTABLE TYPE NICKEL CAST BRONZE STRAINER, TRAP PRIMER CONNECTION	ZURN ZN-415-P
	2. SANI-GUARD AUTOMATIC TRAP PRIMER, ALL BRONZE BODY WITH INTEGRAL VACUUM BREAKER, NON-LIMING INTERNAL OPERATING ASSEMBLY WITH GASKETED BRONZE COVER.	ZURN Z-1022

ELECTRIC WATER HEATER SCHEDULE

PLAN MARK	DESCRIPTION	MANUF. / MODEL No.
EWH-1	ELECTRIC WATER HEATER: (POINT-OF-USE)(SINGLE LAVATORY)	
	1. UNIT SHALL BE FABRICATED FROM GALVANNEALED STEEL WITH A WHITE PRIME COAT FINISH SUITABLE FOR PAINTING, ACCESS DOOR SHALL HAVE ROUNDED SAFETY CORNERS AND CONCEALED PIVOTING POD HINGE. DOOR/FRAME 16 GAGE AND WALL SLEEVE 20 GAUGE THICKNESS. LATCH SHALL BE CYLINDER LOCK. WALL SLEEVE TO HAVE 10 ENTRY POINTS INCLUDING 4 KNOCKOUTS FOR BULKHEAD AND OR SEALED INSTALLATION. ELECTRICAL DISCONNECT PRE-WIRED FOR EASE OF INSTALLATION.	CHRONOMITE INVIZIBLE 2-5161D-CL
	2. THE WATER HEATER SHALL BE EQUAL TO A CHRONOMITE LABORATORIES LOW FLOW ACTIVATION (0.20) INSTANT-FLOW TANKLESS ELECTRIC WATER HEATER, MICROPROCESSOR CONTROLLED, MODEL No. CM-2DL/208 WITH 208 VAC, AND 20 AMPS, WITH CELCON WATERWAYS AND STAINLESS STEEL HEATING COILS. FACTORY SETTING OF HOT WATER TEMPERATURE = 110F.	CHRONOMITE INVIZIBLE WATER HEATER CM-2DL/208
EWH-2	ELECTRIC WATER HEATER: (POINT-OF-USE) (BACK-TO BACK LAVATORY'S)	
	1. UNIT SHALL BE FABRICATED FROM GALVANNEALED STEEL WITH A WHITE PRIME COAT FINISH SUITABLE FOR PAINTING, ACCESS DOOR SHALL HAVE ROUNDED SAFETY CORNERS AND CONCEALED PIVOTING POD HINGE. DOOR/FRAME 16 GAGE AND WALL SLEEVE 20 GAUGE THICKNESS. LATCH SHALL BE CYLINDER LOCK. WALL SLEEVE TO HAVE 10 ENTRY POINTS INCLUDING 4 KNOCKOUTS FOR BULKHEAD AND OR SEALED INSTALLATION. ELECTRICAL DISCONNECT PRE-WIRED FOR EASE OF INSTALLATION.	CHRONOMITE INVIZIBLE 2-5161D-CL
	2. THE WATER HEATER SHALL BE EQUAL TO A CHRONOMITE LABORATORIES LOW FLOW ACTIVATION (0.20) INSTANT-FLOW TANKLESS ELECTRIC WATER HEATER, MICROPROCESSOR CONTROLLED, MODEL No. CM-3DL/208 WITH 208 VAC, AND 30 AMPS, WITH CELCON WATERWAYS AND STAINLESS STEEL HEATING COILS. FACTORY SETTING OF HOT WATER TEMPERATURE = 110F.	CHRONOMITE INVIZIBLE WATER HEATER CM-3DL/208

PLUMBING LEGEND

SYMBOL	ABBRV.	DESCRIPTION
SAN	SAN	SANITARY WASTE
CW	CW	COLD WATER
HW	HW	HOT WATER
		DIRECTION OF FLOW
V	V	VENT LINE
		P-TRAP
FD	FD	FLOOR DRAIN
HD	HD	HUB DRAIN
ECO	ECO	EXTERIOR CLEANOUT
WCO	WCO	WALL CLEAN OUT
CO	CO	CLEAN OUT
FCO	FCO	FLOOR CLEAN OUT
GV	GV	GATE VALVE
CV	CV	CHECK VALVE
		BALL VALVE (FULL PORT)
		WATER HAMMER ARRESTOR
HB	HB	HOSE BIBB
		CAPPED PIPE
		RISER DOWN (ELBOW)
		RISER UP (ELBOW)
		BRANCH – TOP CONNECTION
		BRANCH – BOTTOM CONNECTION
		BRANCH – SIDE CONNECTION
POC	POC	POINT OF CONNECTION

PLUMBING GENERAL NOTES

1. ALL PLUMBING INSTALLATIONS AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES, LAWS, ORDINANCES AND REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT.
2. PIPE ROUTING SHOWN ON THESE DRAWINGS IS SCHEMATIC AND IS NOT INTENDED TO INDICATE EXACT ROUTING. PLUMBING CONTRACTOR SHALL PROVIDE ANY ADDITIONAL OFFSETS AND FITTINGS REQUIRED FOR PROPER INSTALLATION AND TO MAINTAIN PROPER CLEARANCES.
3. COORDINATE ALL PIPE ROUTING WITH ALL OTHER TRADES PRIOR TO INSTALLATION. ROUTE ALL PIPING TO AVOID DUCTWORK, PIPING AND BUILDING STRUCTURE.
4. SEE ARCHITECTURAL DRAWINGS FOR EXACT PLUMBING FIXTURE LOCATIONS AND MOUNTING HEIGHTS FOR COMPLIANCE WITH FLORIDA BUILDING CODE ACCESSIBILITY REQUIREMENTS. SINKS REQUIRED TO BE ACCESSIBLE SHALL BE MOUNTED WITH COUNTER RIM NO HIGHER THAN 34 INCHES ABOVE FINISH FLOOR. CONTROLS FOR FLUSH VALVES SHALL BE MOUNTED ON THE WIDE SIDE OF THE TOILET AREAS NO MORE THAN 44 INCHES ABOVE THE FLOOR. FOR ALL OTHER FIXTURE MOUNTING HEIGHTS SEE PLUMBING FIXTURE SCHEDULE.
5. ROUTE ALL PIPING CONCEALED ABOVE CEILING, WITHIN CHASES OR ABOVE NON-ACCESSIBLE CEILINGS. REFER TO ARCHITECTURAL DRAWINGS FOR CEILING TYPES.
6. ALL VALVES, WATER HAMMER ARRESTORS, CONTROLS AND CLEANOUTS CONCEALED WITHIN CHASES OR ABOVE NON-ACCESSIBLE CEILINGS SHALL HAVE 24 In. X 24 In. METAL ACCESS PANELS UNLESS INDICATED OTHERWISE ON DRAWINGS. PROVIDE UL 1 1/2 HOUR LABEL ACCESS PANELS IN 1 AND 2 HOUR CONSTRUCTION.
7. INSTALL SHUTOFF VALVES ON ALL WATER LINES IN THE FOLLOWING LOCATIONS:
   - ALL MAJOR BRANCH RUNS SUCH AS BRANCHES SERVING A FLOOR, WING, OR A MAJOR SECTION OF BUILDING.
   - ALL EQUIPMENT CONNECTIONS.
   - OTHER LOCATIONS AS MAY BE INDICATED ON DRAWINGS.
8. INSTALL BALANCING VALVES AS INDICATED ON THE DRAWINGS AND AS REQUIRED FOR PROPER BALANCING OF THE VARIOUS SYSTEM.
9. PLUMBING CONTRACTOR SHALL PROVIDE VALVE DIRECTORY WITH A TAG SCHEDULE SHOWING LOCATION OF EACH VALVE, TYPE, NUMBER, MANUFACTURER, FUNCTION AND ALL OPERATING POSITIONS.
10. PLUMBING CONTRACTOR SHALL SUPPLY AND INSTALL A MEANS OF BACKFLOW PROTECTION OF THE POTABLE WATER SYSTEM AS INDICATED ON DRAWINGS AND AS REQUIRED PER 2023 FLORIDA BUILDING CODE (8th EDITION) – PLUMBING SECTION 608.
11. AT ALL PUBLIC HAND WASHING FACILITIES PLUMBING CONTRACTOR SHALL SUPPLY AND INSTALL A APPROVED WATER TEMPERATURE LIMITING DEVICE, EITHER A THERMOSTATIC OR MECHANICAL MIXING VALVE THAT CONFORMS TO ASSE 1070 OR CSA B125.3. REFER TO 2023 FLORIDA BUILDING CODE (8th EDITION) – PLUMBING SECTION 419(5).
12. PLUMBING CONTRACTOR SHALL PROVIDE SLEEVES FOR ALL PIPES PASSING THROUGH FLOORS, WALLS AND CEILINGS. EXTEND SLEEVES 2" IN ABOVE FLOORS. MAKE ALL SLEEVES FLUSH WITH WALLS AND CEILINGS. CONTRACTOR SHALL FIRE STOP ALL PENETRATIONS OF RATED WALLS, CEILINGS, ETC., INCLUDING ROOF. FLASH AND COUNTER FLASH ALL ROOF PENETRATIONS.
13. PLUMBING CONTRACTOR SHALL PROVIDE CHROME PLATED HINGED ESCUTCHEON WITH SET SCREWS AT EACH EXPOSED PIPE PASSING THROUGH A WALL, FLOOR OR CEILING IN FINISHED PORTIONS OF THE BUILDINGS.
14. PLUMBING CONTRACTOR SHALL PROVIDE BELLOW TYPE WATER HAMMER ARRESTORS ON ALL HOT AND COLD WATER LINES. INSTALL IN UPRIGHT POSITION AT ALL QUICK CLOSING VALVES, SOLENOIDS AND ISOLATED PLUMBING FIXTURES AND SUPPLY HEADERS AT PLUMBING FIXTURE GROUPS. LOCATE AND SIZE AS SPECIFIED OR AS SHOWN ON THE DRAWINGS AND WHERE NOT SHOWN, LOCATE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND COMPLY WITH THE PLUMBING AND DRAINAGE INSTITUTE STANDARDS WH 201.
15. AT ADA FIXTURES WHERE SHOWN ON THE DRAWINGS, OR WHERE REQUIRED BY GOVERNMENTAL AGENCIES HAVING JURISDICTIONS, PROVIDE PER-MANUFACTURED INSULATION KITS ON THE SUPPLIES, TRAP AND DRAIN AT LAVATORIES AND SINKS FOR HANDICAPPED PERSONS.
16. ALL VENTS THRU ROOF SHALL BE A MINIMUM OF TEN FEET (10'-0") FROM ANY AIR INTAKE.
17. PLUMBING CONTRACTOR SHALL INSTALL DIELECTRIC UNIONS AT ALL CONNECTIONS OF DISSIMILAR METALS.
18. ALL HOT WATER AND HOT WATER RETURN LINES SHALL BE INSULATED WITH 1" WALL THICKNESS, PRE-SLIT, FLEXIBLE UNICELLULAR POLYOLEFIN FOAM PLENUM RATED ARMAFLEX INSULATION.
19. PLUMBING CONTRACTOR SHALL THOROUGHLY INVESTIGATE THE SITE, CAREFULLY STUDY THE PLUMBING, ARCHITECTURAL, MECHANICAL, ELECTRICAL AND CABINET MILLWORK DRAWINGS, AND BECOME THOROUGHLY FAMILIAR WITH THE EXISTING CONDITIONS AND NEW WORK BEFORE BIDDING. NO CHANGES WILL BE ALLOWED IN CONTRACT FOR EXTRA WORK CLAIMS BECAUSE CONTRACTOR FAILED TO FOLLOW THESE DIRECTIONS.
20. EXISTING CONDITIONS AS SHOWN ON THESE DRAWINGS ARE TAKEN FROM ORIGINAL AND AS-BUILTS DRAWINGS OF THE BUILDING. THESE DRAWINGS IN PART ARE UNVERIFIED AND FIELD CONDITIONS SHALL GOVERN. FIELD VERIFY EXISTING INSTALLATIONS OF ALL DESCRIPTION AND MODIFY EXISTING PLUMBING SYSTEMS WHICH ARE TO REMAIN ACTIVE, TO FACILITATE RECONNECTION AND EXTENSION UNDER NEW WORK. PROVIDE SHUT-OFF VALVES ON ALL PIPES AT THE POINT OF TIE-IN TO EXISTING SYSTEM.
21. INTERRUPTION OF EXISTING SERVICES SHALL BE MINIMAL AND SHALL BE FULLY COORDINATED WITH OWNER IN ADVANCE. PLUMBING CONTRACTOR SHALL SUBMIT TIME THAT SERVICE WILL BE DOWN, AREA OF PIPING AND ANY EQUIPMENT THAT WILL BE AFFECTED. SCHEDULE ANY INTERRUPTION DURING NON-CRITICAL HOURS OR NOTIFY OWNER AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO INTERRUPTION. PUT INTERRUPTED SERVICES BACK INTO OPERATION AS SOON AS IS PRACTICAL. NO SHUT DOWN CAN BE DONE WITHOUT THE OWNER'S APPROVAL.
22. DURING THE PROGRESS OF WORK THE PLUMBING CONTRACTOR SHALL MAINTAIN AN ACCURATE RECORD OF ALL CHANGES MADE TO THE PLUMBING SYSTEM. THE RECORD DRAWINGS SHALL SHOW: CHANGES, DIMENSIONS AND LOCATIONS OF ALL PIPING. CHANGES SHALL BE DONE IN AUTOCAD RELEASE 14 OR ABOVE AND SUBMITTED TO THE OWNER AND GENERAL CONTRACTOR AT FINAL COMPLETION.

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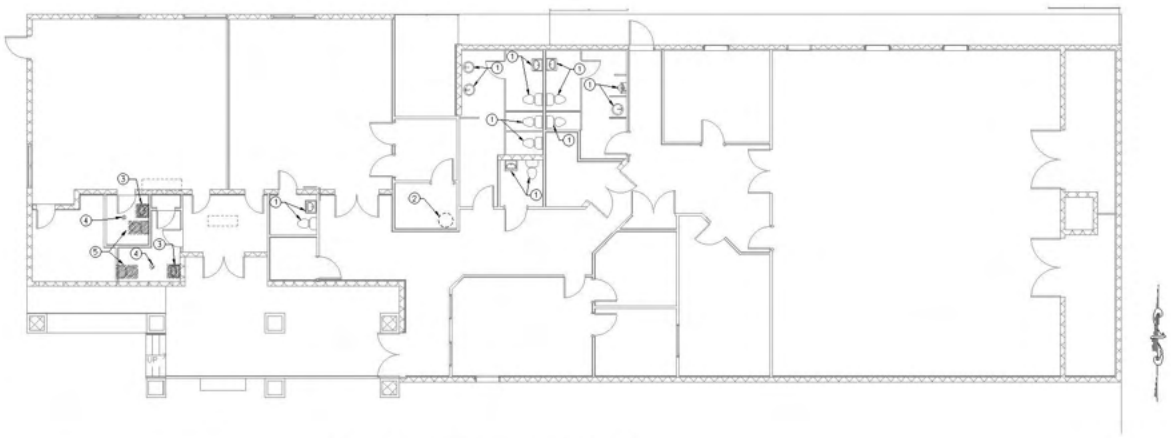
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Approved By:
Daniel L. Bumpus
AR 0008045
Date

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COMMUNITY CENTER RENOVATION
2380 SMITH STREET
KISSIMMEE, FL 34742

NO.	DESCRIPTION	DATE	BY
1			

DRAWN BY: JMB APVD: JMB
DATE: 11.06.23
SCALE:
JOB NUMBER: 23145
SHEET: P1.1



1 PLUMBING DEMOLITION FLOOR PLAN
P1.1 SCALE: 1/8" = 1'-0"

NOTE:
PLUMBING CONTRACTOR SHALL FIELD VERIFY, USING SUCH METHODS AS A SEWER CAMERA, LOW FREQUENCY QPR (GROUND PENETRATING RADAR) OR EM (ELECTROMAGNETIC) UTILITY LOCATING METHODS DURING DEMOLITION PHASE OF PROJECT TO DETERMINE THE EXACT LOCATION, SIZE, INVERT AND DIRECTION OF FLOW OF ALL SANITARY WASTE LINES WITHIN SCOPE OF PROJECT. DISCREPANCIES AND UNFORESEEN CONDITIONS ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER , ARCHITECT AND PROJECT ENGINEER PRIOR TO PROCEEDING WITH DEMOLITION IN THE AREA OF CONCERN.

PLUMBING DEMOLITION NOTES

1. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEMOLITION OF EXISTING PLUMBING SYSTEMS AS REQUIRED TO PERFORM NEW WORK. ALL FIXTURES, PIPING TRIM AND MISCELLANEOUS DEBRIS SHALL BE TURNED OVER TO OWNER'S REPRESENTATIVE OR REMOVED FROM SITE AND PROPERLY DISPOSED OF AT THE DIRECTION OF THE OWNER'S REPRESENTATIVE.
2. ALL PIPING FOR ITEMS TO BE REMOVED SHALL BE CAPPED IN A CONCEALED LOCATION SUCH AS ABOVE CEILING AND BELOW FINISH FLOOR. PIPING SHALL BE CAPPED IN APPROVED CAPPING METHODS UTILIZING PIPE CAPS INTENDED FOR SUCH USE. ALL CAPS SHALL BE AIRTIGHT AND WATERTIGHT. EXISTING SANITARY WASTE PIPING CAPPED BELOW SLAB SHALL NOT CREATE DEADENDS IN THIS BUILDING DRAINAGE SYSTEM.
3. PLUMBING CONTRACTOR SHALL PROTECT THE STRUCTURE, FURNISHING, FINISHES AND ADJACENT MATERIALS NOT INDICATED OR SCHEDULED TO BE REMOVED.
4. PIPING WHICH IS TO REMAIN IN SERVICE SHALL NOT BE DISTURBED. EXISTING PIPING BROKEN DURING CONSTRUCTION SHALL BE REPLACED WITH NEW PIPING OF THE SAME SIZE AND MATERIAL.
5. THE LEVEL OF DETAIL PROVIDED IN THE DEMOLITION DOCUMENTS IS BASED ON ORIGINAL CONSTRUCTION DOCUMENTS AND FIELD OBSERVATION. DEMOLITION MAY REVEAL PAST REMODELING. FIELD CHANGES AND RENOVATION WORK THAT MAY REQUIRE CLARIFICATION.
6. DISCREPANCIES AND UNFORESEEN CONDITIONS ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER AND ARCHITECT PRIOR TO PROCEEDING WITH DEMOLITION IN THE AREA OF CONCERN.

PLUMBING DEMOLITION PLAN NOTES

(1) EXISTING PLUMBING FIXTURE TO REMAIN. REFER TO PLUMBING RENOVATION PLANS FOR ADDITIONAL INFORMATION.

(2) EXISTING ELECTRIC WATER HEATER TO REMAIN. REFER TO PLUMBING RENOVATION PLANS FOR ADDITIONAL INFORMATION.

(3) EXISTING LAVATORY TO BE REMOVED AND TURNED OVER TO OWNER'S REPRESENTATIVE OR REMOVED FROM SITE AND PROPERLY DISPOSED OF AT THE DIRECTION OF THE OWNER'S REPRESENTATIVE.

(4) EXISTING FLOOR DRAIN TO BE REMOVED AND TURNED OVER TO OWNER'S REPRESENTATIVE OR REMOVED FROM SITE AND PROPERLY DISPOSED OF AT THE DIRECTION OF THE OWNER'S REPRESENTATIVE.

(5) EXISTING WATER CLOSET TO BE REMOVED FROM AND TURNED OVER TO OWNER'S REPRESENTATIVE OR REMOVED FROM SITE AT THE DIRECTION OF THE OWNER'S REPRESENTATIVE

NO.	DESCRIPTION	DATE	BY

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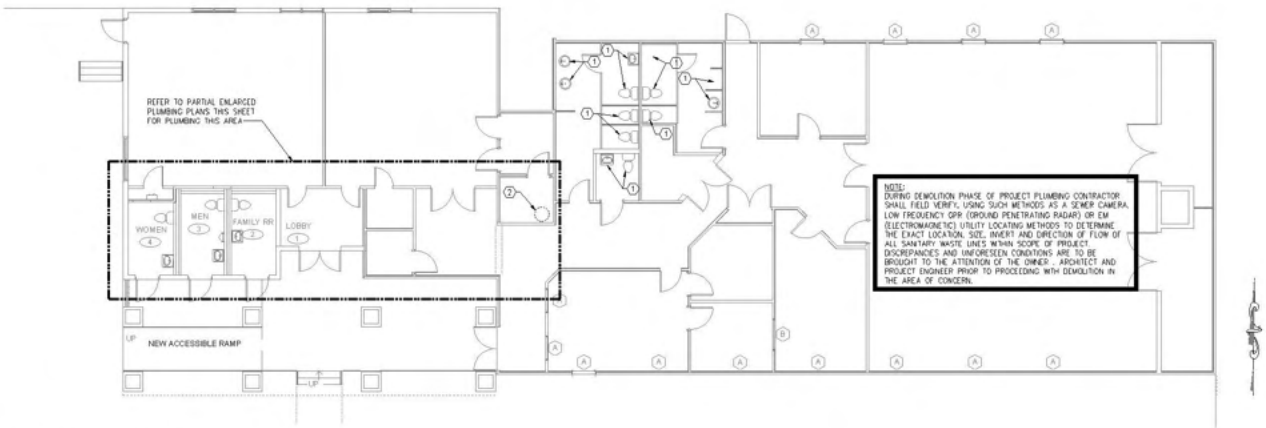
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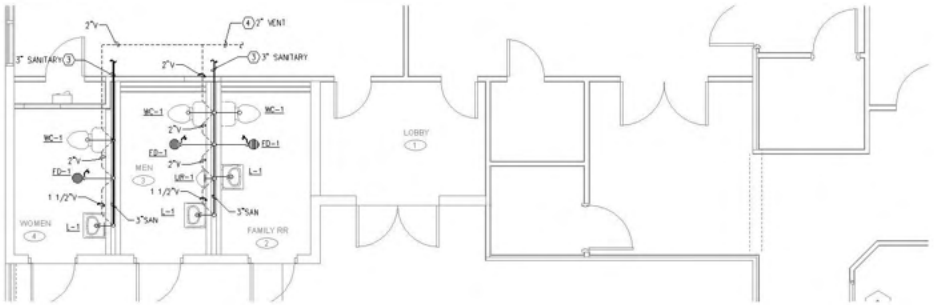
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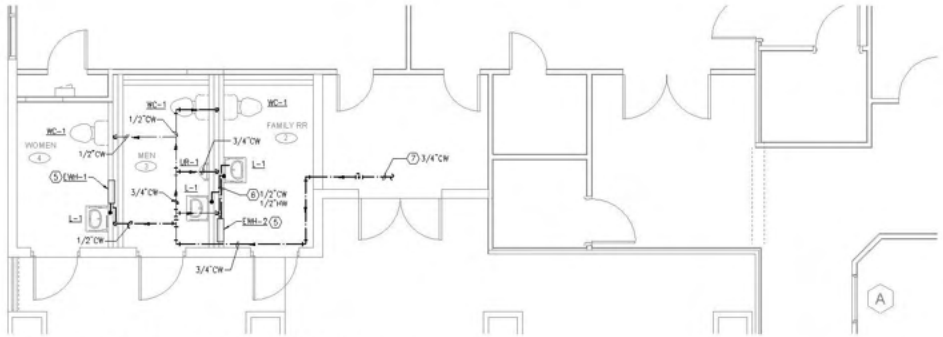
DRWN CJD APVD JAM
DATE: 11.06.23
SCALE:
JOB NUMBER: 23145
SHEET: P1.2



1 OVERALL RENOVATION PLAN - PLUMBING
P1.3 SCALE: 1/8" = 1'-0"



2 SANITARY WASTE AND VENT RENOVATION PLAN
P1.3 SCALE: 1/4" = 1'-0"



3 DOMESTIC HOT AND COLD WATER RENOVATION PLAN
P1.3 SCALE: 1/4" = 1'-0"

PLUMBING RENOVATION PLAN NOTES

1. EXISTING PLUMBING FIXTURES TO REMAIN. EXISTING PLUMBING FIXTURES THAT ARE WITHIN THE AREA OF WORK AND ARE TO REMAIN AND WHICH ARE IN OBVIOUS NEED OF REPAIR OR REPLACEMENT SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER. THE COST OF REFURBISHING OR REPLACING EXISTING PLUMBING FIXTURES SHOULD NOT BE INCLUDED IN THE BID PACKAGE. PLUMBING CONTRACTOR SHALL PROVIDE OWNER WITH A PER UNIT COST FOR REFURBISHING OR REPLACING EXISTING PLUMBING FIXTURES.
2. EXISTING ELECTRIC WATER HEATER TO REMAIN. PLUMBING CONTRACTOR SHALL REFURBISH THE EXISTING ELECTRIC WATER HEATER IF NECESSARY, IF REPLACEMENT IS REQUIRED NEW ELECTRIC WATER HEATER SHALL MATCH EXISTING IN SIZE WATTAGE, VOLTAGE AND PHASING.
3. PLUMBING CONTRACTOR SHALL TIE NEW 3" SANITARY WASTE LINE BELOW SLAB INTO NEAREST EXISTING SANITARY WASTE LINE OF PROPER SIZE.
4. PLUMBING CONTRACTOR SHALL TIE NEW 2" SANITARY VENT LINE INTO NEAREST EXISTING SANITARY VENT LINE OF PROPER SIZE.
5. INSTANTANEOUS POINT-OF-USE ELECTRIC WATER HEATER (CWH-1 AND CWH-2) MOUNTED IN WALL SLEEVE WITH LOCKABLE DOOR AND PRE-WIRED INTERNAL DISCONNECT. REFER TO DETAILS, SHEET P4.1.
6. 1/2" DOMESTIC HOT AND COLD WATER LINES ROUTED WITHIN WALL.
7. PLUMBING CONTRACTOR SHALL CONNECT NEW 3/4" DOMESTIC COLD WATER LINE INTO NEAREST EXISTING DOMESTIC COLD WATER LINE OF PROPER SIZE.

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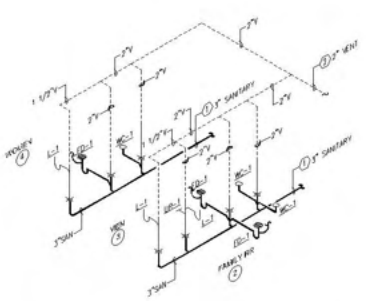
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SHEET: P1.3

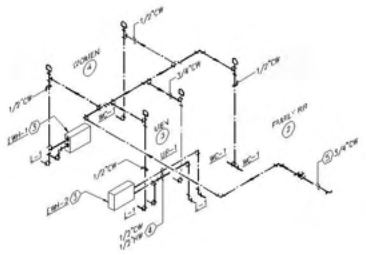
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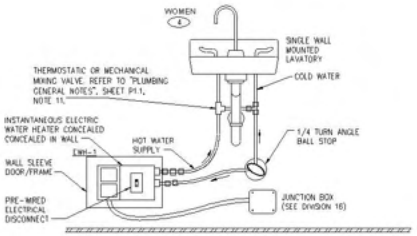
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1 SANITARY WASTE AND VENT RISER DIAGRAM
P1.4/SCALE: NONE



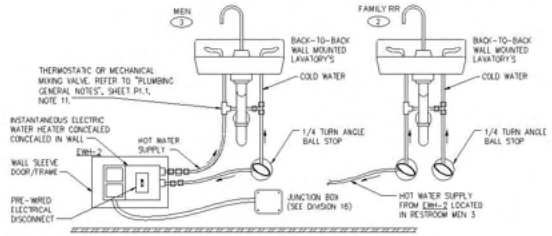
2 DOMESTIC HOT AND COLD WATER RISER DIAGRAM
P1.4/SCALE: NONE



WATER HEATER SPECIFICATION:

THE WATER HEATER SHALL BE EQUAL TO A CHRONOMITE LABORATORIES LOW FLOW ACTIVATION (0.20) INSTANT-FLOW TANKLESS ELECTRIC WATER HEATER, MICROPROCESSOR CONTROLLED, MODEL No. CM-20L/208 WITH 208 VAC AND 20 AMPS, WITH CELCON WATERWAYS AND STAINLESS STEEL HEATING COILS. FACTORY SETTING OF HOT WATER TEMPERATURE = 110°F.

3 INSTANTANEOUS WATER HEATER (EWH-1) DETAIL
P1.4/SCALE: NONE



WATER HEATER SPECIFICATION:

THE WATER HEATER SHALL BE EQUAL TO A CHRONOMITE LABORATORIES LOW FLOW ACTIVATION (0.20) INSTANT-FLOW TANKLESS ELECTRIC WATER HEATER, MICROPROCESSOR CONTROLLED, MODEL No. CM-30L/208 WITH 208 VAC AND 30 AMPS, WITH CELCON WATERWAYS AND STAINLESS STEEL HEATING COILS. FACTORY SETTING OF HOT WATER TEMPERATURE = 110°F.

4 INSTANTANEOUS WATER HEATER (EWH-2) DETAIL
P1.4/SCALE: NONE

RISER DIAGRAM KEY NOTES

1. PLUMBING CONTRACTOR SHALL TIE NEW 3" SANITARY WASTE LINE BELOW SLAB INTO NEAREST EXISTING SANITARY WASTE LINE OF PROPER SIZE.
2. PLUMBING CONTRACTOR SHALL TIE NEW 2" SANITARY VENT LINE INTO NEAREST EXISTING SANITARY VENT LINE OF PROPER SIZE.
3. INSTANTANEOUS POINT-OF-USE ELECTRIC WATER HEATER (EWH-1 AND EWH-2) MOUNTED IN WALL SLEEVE WITH LOCKABLE DOOR AND PRE-WIRED INTERNAL DISCONNECT. REFER TO DETAILS, THIS SHEET.
4. 1/2" DOMESTIC HOT AND COLD WATER LINES ROUTED WITHIN WALL.
5. PLUMBING CONTRACTOR SHALL CONNECT NEW 3/4" COLD WATER LINE INTO NEAREST EXISTING DOMESTIC COLD WATER LINE OF PROPER SIZE.

NO.	DESCRIPTION	DATE	BY

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Jan 15, 2024 - 1:25pm

Jose A. Marques, PE.
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EXHIBIT B

IFB

* INVITATION FOR BID *

I. The CITY OF KISSIMMEE is seeking SEALED BIDS on the following:
Bid Number **IFB2024-003 Chambers Park Community Center Renovation**

II. All bids must be submitted in a SEALED envelope and plainly marked with the bid number on the exterior of the bid envelope, one (1) original, one (1) copy and (1) electronic copy.

III. To be considered bids MUST be delivered OR mailed to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

And time stamped on or before 2:00PM June 14, 2024.

IV. All bids shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30PM June 14, 2024.

V. All bids must be according to specifications and conditions, and on the forms provided herein.

VI. The Bidder's name and address shall be clearly shown on the exterior of the Sealed Envelope.

VII. The City of Kissimmee reserves the right to accept and/or reject any or all bids, with or without cause, to waive technicalities or to accept the bid which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this Bid, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Bid results other than the apparent low bidder will not be provided in response to telephone inquiries. Bidders desiring a copy of the Bid Abstract should include such request with a self addressed stamped envelope in their bid.

Brandon Durango
Procurement Manager

General Requirements:

1.1 BID PREPARATION

Submission of a bid in response to this solicitation shall evidence the bidder's acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the bids schedule. Each bidder is responsible for the completeness and accuracy of their bid. Bids must show manual signatures by an individual authorized to offer such obligations, and shall contain evidence of that person's authority to make such offers. Unsigned bids will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the bid. Bidders should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the bid being declared non-responsive.

1.2 SUBMISSION OF BIDS

All bids shall be submitted in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being bid will be shown on the Bid Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Bid Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the bid, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful bidder for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The bidder in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE BIDS AND WITHDRAWL OF OFFERS

No bid will be accepted after the published deadline for accepting bids in response to this solicitation. Bids may be withdrawn at any time prior to the official time set for the bid opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official bid opening.

1.7 DISCOUNTS

Bidders may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest bid offered. Any other discounts should be reflected in the unit price bid.

1.8 BID EVALUATION AND AWARD

All bids received will be evaluated based on one or more of the following factor: price; quality of product offered; compliance with specifications; delivery; reputation of the bidder; previous contract' proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible bidder complying with the provisions of the invitation to Bid, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all bids in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the bid which in its judgment, best services the interest of the City of Kissimmee.
Bidders are cautioned that no communication with any City of Kissimmee involved in the evaluation process is authorized during the bid evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the bid or proposal. Questions regarding the status of any bid or proposal should be directed to the Purchasing Manager. Bid awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any bid. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor Taxpayer Identification Number Attachment B, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the bidder. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the bidders request and at the bidder's expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the bid. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished bid packages. However, it shall be the bidder's responsibility to verify with the Purchasing Office before the bid is submitted whether or not addenda have been issued and to obtain such addenda for submission with the bid. Receipt of any addenda issued must be acknowledged on the bid schedule.

1.15 BIDDER'S CERTIFICATION

By signature on this bid, bidder certifies or in the case of a joint bid each party certifies that:

A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this bid.
B. That the bidder has not divulged or discussed his offer with other bidders.
C. Prices offered have been determined independently without collusion with other bidders for the purpose of restricting competition.
D. No attempt has been made to induce any potential bidder to submit or decline to submit an offer in response to this solicitation.

1.16 "NO BID" RESPONSE

Vendors electing to not submit bids in response to this solicitation should complete the attached "Notice to Bidders" form. Failure to return the form may result in your omission from future bid lists.

1.17 CFPC

The City of Kissimmee participates in a Central Florida Purchasing Cooperative CFPC). All bidders awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.19 PROTEST

Any protest must be made within three (3) days following posting of the bid award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor, Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

1.20 PUBLIC RECORDS

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.
If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741. The Contractor shall keep and maintain public records required by the City to perform the service.

1.21 SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS: Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Consultant based on the Consultant's social, political, or ideological interest.
287.05701 Prohibition against considering social, political, or ideological interests in government contracting.

(1) As used in this section, the term "awarding body" means:
(a) For state contracts, an agency or the department.
(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.
(2) (a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

2.0 SPECIAL PROVISIONS: Following Federal Special Conditions that are applicable to the African American Cultural and Historical Grant. (Attachment A)

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.0l7, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications of this solicitation may be addressed in writing, not less than seven (7) days before the scheduled bid opening and questions of a non-technical nature regarding the general or special conditions of this solicitation should be addressed in writing, not later than seven (7) days prior to the bid opening date to the Purchasing Coordinator – Debbie Luke, City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee FL 34741, email procurement@kissimmee.gov.

However, unless modified by a written addendum issued by the Purchasing Manager, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Manager for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing to all vendors who

have received bid packages.

2.3 This bid contains pages 1 -41. Please contact the Purchasing Office at 407-518-2214 if you are missing any pages.

2.4 **ALTERNATE BIDS WILL NOT BE ACCEPTED:**
If two bids are received from a company one bid will be returned unopened. If two different bids are included in a single envelope, both will be rejected at the bid opening.

2.5 No minor children are permitted to accompany bidders during pre-bid conferences, bid opening or site tour.

2.6 A link to this website is available through the City's Web Page http://www.kissimmee.gov , under the Finance Department, Purchasing. Notice of Award, Bids currently available, and Tabulation sheets are available Online. Bidders, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Bid response.

2.7 **INDEMNITY:** Contractor must indemnify and hold harmless, in an amount up to four million U.S. Dollars ($4,000,000.00), which the Parties agree bears a reasonable commercial relationship to this Agreement, the City, its past/present/future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees, excepting such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees and for a statutory violation or punitive damages not caused by or resulting from the acts or omissions of Contractor or its officers, employees, agents, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph is not limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof survive the expiration or termination of this Agreement.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.
The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

2.8 **INSURANCE PROVISIONS:** Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance requirement naming City of Kissimmee as additional insured. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

A) Workers Compensation: Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

B) Comprehensive General Liability: Contractor will provide such coverage with limits of not less than $3,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance must be written in an "occurrence" based format.

C) Comprehensive Automobile Liability: Contractor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00 per occurrence.

D) Umbrella Insurance: Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00 per occurrence.

E) Builder's Risk Insurance: Contractor will provide Builders Risk Insurance with limits not less than the amount of Contractor's bid for the Work until the Work is finally accepted by the City.

Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. Contractor shall provide thirty (30) day prior written notification to the City in the event coverage is cancelled, modified, or nonrenewed. If any required insurance coverage is cancelled, terminated or revoked, Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

2.9 **BOND REQUIREMENTS:** This bid requires the following bonds:

A. 100% Performance bond issued by a surety licensed to do business in the state of Florida prior to commencement of work.

2.10 **NON-MANDATORY PRE-BID:** A Non-Mandatory pre-bid meeting is scheduled for 10:00AM, May 23, 2024 at **Chambers Park Community Center, 2380 Smith St, Kissimmee, FL 34744**. All bidders attending should be prepared to take any measurements or address any questions at

that time. Deadline for questions is May 30, 2024 by 4PM, an addendum if needed will be sent out to all vendors not later than 4PM, June 5, 2024.

2.11 REFERENCES: All submittals must include **with the bid** a listing of references. This listing should include a contact's name and phone number. At least three (3) of the references should be similar in size and scope of services to the requirements of this bid.

2.12 POST AWARD CONFERENCE: The selected vendor will meet with the owner's representative within 10 calendar days after notice to proceed for the purpose of providing proof of insurance, performance bonds and pre-construction walk thru.

2.13 IMPACT FEES AND PERMIT FEES:

- Contractor is responsible for all required permits and inspections and pays all fees.
- No work shall be covered and/or concealed until properly inspected and tested.

3.0 PLANS AND SPECIFICATIONS: The Parks & Recreation Department, in conjunction with Public Works & Engineering, is bidding out renovations to the Chamber Park Community Center. As set forth in twenty-three (23) pages of plans & specifications.

3.1 SITE CLEANUP:

1. Keep the premises in a neat, safe and orderly condition at all times during execution of this portion of the work.

2. At the end of each working day, thoroughly sweep all surfaces where refuse from work in the section has accumulated.

3. Shield and protect flooring from damage while project is in progress.

4. Contractor shall take the necessary steps to provide protection against injury to the general public, facility staff for the duration of the project.

5. Contractor is responsible for on-site debris removal; if a dumpster is required for removal of material then the Contractor must contract with Waste Management who has an exclusive contract with the City of Kissimmee.

3.2. WORKING DAYS AND HOURS:

All work shall be performed during regular business hours Monday thru Friday 7:00AM - 5:00PM unless an alternate schedule is requested and approved by Owner representative in advance. All requests for modifications in the work schedule shall be requested a minimum of 24 hours in advance.

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****
Bid IFB2024-003

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	TOTAL COST
1	**Chambers Park Community Center Renovation**	$_____

Completion Time:_____Days

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

_____
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

_____We do not take exception to Specifications.
(initial)
_____We take exception to Specifications as follows:
(initial)

_____
_____
_____
(attach additional sheets, if necessary)

COMPANY NAME _____
COMPANY ADDRESS _____
_____

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: _____
(signature)

_____
(typed name/title of signer)

TELEPHONE NO.: (___) _____ FAX NO.: (___) _____

NOTICE

IFB2024-003

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 N Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____

Address: _____

_____

_____

Phone Number: (___)_____

Fax Number: (___)_____

Continue on Vendor List: _____ Yes _____ No
___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time

_____ Suitable, but engaged in other work

_____ Quantity too small

_____ Cannot meet required minimum

_____ Opening date does not allow sufficient time to complete

_____ Equivalent not presently available

_____ Other reasons or remarks:_____
_____
_____
_____

_____
Signature

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

ATTACHMENT A

FEDERAL SPECIAL CONDITIONS

In addition to the terms and conditions contained in this agreement and the program guidelines generally applicable to grants awarded by the Department, African-American Cultural and Historical Grants, as federal pass-through grants, are also subject to additional federal requirements for use of SLFRF funds. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, Applicant Organizations should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects.

The following sections provide a general summary of compliance responsibilities under applicable federal statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients of SLFRF funds are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.
Grantee, as a subrecipient of federal funds, should ensure they remain in compliance with all SLFRF Award Terms and Conditions.

1. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. As such, the Department will implement robust internal controls and effective monitoring of subrecipients to ensure compliance with the Cost Principles, which are important for building trust and accountability. SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

2. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

3. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds (as approved by the Department) must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

4. **Period of Performance.** All SLFRF funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.

5. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

6. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental or real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.

7. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting to the Department, for use in its required reporting to Treasury.

8. **SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.

9. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").

10. **Single Audit Requirements.** Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

11. **Civil Rights Compliance**. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

12. **General Federal Regulations.** Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101*et sequence.*

13. **Rights to Patents and Inventions Made Under a Contract or Agreement.** Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

14. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175).** Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
ii. Procure a commercial sex act during the period of time that the award is in effect; or
iii. Use forced labor in the performance of the award or subawards under the award.

15. **Whistleblower Protection.** Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

16. **Notification of Termination (2 CFR § 200.340).** In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

17. **Additional Lobbying Requirements.**

i. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601*e t seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

18. **Compliance with Assurances.** Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

19. **Federal Reporting Requirements (FFATA).** Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

20. **2 CFR Part 200 Appendix 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.** In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

i. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

ii. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

iii. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

iv. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

The Davis-Bacon Act requirements do not apply to projects funded solely with award funds from the SLFRF. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.

v. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half

times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

viii. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

ix. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

x. Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xi. Prohibition on Certain Telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   A. Procure or obtain;
   B. Extend or renew a contract to procure or obtain; or
   C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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 described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
      2. Telecommunications or video surveillance services provided by such entities or using such equipment.
      3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
   D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
   E. See Public Law 115-232, section 889 for additional information.
   F. See also 2 CFR § 200.471.

xii. Domestic Preferences for Procurements.
   A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
   B. For purposes of this section:
      1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
      2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ATTACHMENT B

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Name and Title of Authorized Representative

_____
Signature Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

AGREEMENT BETWEEN
CITY OF KISSIMMEE AND CONTRACTOR

THIS AGREEMENT is made this _____ day of _____ 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 [insert name of entity awarded contract], [insert address], hereinafter "Contractor", collectively hereinafter the "Parties" and each represents as follows:

WITNESSETH

WHEREAS, the City seeks a competent and qualified contractor to complete renovations to the Chamber Park Community Center located at 2380 Smith Street, Kissimmee, Florida 34744 pursuant to the plans and specifications provided in Exhibit A, hereinafter the "Work"; and

WHEREAS, the City advertised the City advertised Invitation for Bid 2024-003, hereinafter "IFB," for the Work wherein bidders submitted sealed proposals; and

WHEREAS, the City pursuant to the evaluation criteria in the IFB has determined that Contractor is qualified to provide the Work and desires to award the contract for the Work to Contractor; and

NOW THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the plans and specifications, which is attached hereto as Exhibit A, the IFB, which is attached hereto as Exhibit B, Contractor's Bid to the IFB, which is attached hereto as Exhibit C, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit A, Exhibit B, and Exhibit C, in that order.

3. **TERM.** The "Term" of this Agreement shall begin upon execution and shall continue thereafter through the date of completion by Contractor of all its obligations (except for any provisions contained herein which are intended to survive expiration or earlier termination of this Agreement), and the City has paid the final balance due Contractor.

4. **SCOPE OF WORK.** Contractor agrees to complete renovations to the Chamber Park

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Community Center located at 2380 Smith Street, Kissimmee, Florida 34744, hereinafter "Community Center," as further described in the IFB according to Exhibit A, the plans and specifications, according to the terms, conditions, and pricing further described in this Agreement.

In providing the Work, Contractor shall:

A. Furnish all labor, materials, and equipment necessary as indicated in the plans and specifications.
B. Be familiar with the Work, deadlines, requirements, and other conditions under which the Work is to be completed.
C. Coordinate work days, hours, and access to the Community Center with the Project Manager.
D. Obtain all required permissions and inspections as applicable.
E. Coordinate all inspections with the Project Manager.
F. Complete any items on the punch list generated from the inspection(s) or the Project Manager.
G. Meet with the City and/or the Project Manager as requested and as arranged by the Parties to review the Work.
H. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the City.

Contractor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Contractor possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. Contractor further warrants that all goods, materials and workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

Within ten (10) days of the Effective Date of this Agreement, Contractor shall provide to the Project Manager a schedule for the Work showing production and installation timeframes ("Project Schedule"). Contractor will provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

In entering into this Agreement, Contractor represents that it now has or will secure all equipment and personnel required to perform all Work under this Agreement. Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely

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delivery of the Work pursuant to the requirements of this Agreement. Contractor shall ensure that the personnel assigned to perform the Work comply with the terms of this Agreement, have current licenses and permits required to perform the Work, and are fully qualified and capable to perform their assigned tasks. Contractor must supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor must comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

Contractor shall perform the Work using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

5. **PAYMENT.** Upon review and approval of Contractor's invoice and verification that products and services have been rendered in conformity with this Agreement, 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 unless allowed by the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

6. **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.

7. **GOVERNING LAW**. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

8. **NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

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City of Kissimmee R. J. Littlefield Public Works & Engineering 104 N. Alaska Ave. Kissimmee, Florida 34741	Contractor

9. **PROJECT MANAGERS**. City and 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 Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of City. If City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. City will notify Contractor, in writing, if the current City Project Manager is replaced by another individual.

   A. City's Project Manager's contact information is as follows:
   R. J. Littlefield
   Construction Project Manager
   Public Works & Engineering
   City of Kissimmee
   104 N. Alaska Ave.
   Kissimmee, Florida 34741
   randall.littlefield@kissimmee.gov

   B. Contractor's Project Manager's contact information is as follows:

   Contractor Name
   Individual Name
   Individual's Title
   Address #1
   Address #2
   Phone #
   Email Address

10. **SUBCONTRACTORS.** All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve Contractor from the responsibility to City for the proper completion of all work to be executed under this Agreement, and Contractor shall not be released from the responsibility by any Subcontractor agreement Contractor makes with others. If applicable, Contractor shall be

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required to furnish to City, in writing, a list of names of the Subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

11. **NON-ASSIGNMENT**. Contractor shall not assign this Agreement or any portion hereof without the express written consent of the City.

12. **INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEER.** In the performance of this Agreement, Contractor 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 Contractor shall be, at all times, employees of Contractor and under its sole discretion, and not an employee or agent of City. Contractor shall provide competent employees. City may require Contractor 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.

13. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate the Agreement in whole or part by giving Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from 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 the payment of any obligation to the extent such responsibility has not been excused by breach or default of Contractor.

    Upon termination, Contractor shall bill City for all amounts not previously billed and due to Contractor at that time. Contractor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by Contractor, unless specifically approved or requested by City. 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.

14. **TERMINATION FOR CAUSE.** If the City wishes to terminate the Agreement for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then City must provide Contractor with written notice of said failure to perform. City must give ten (10) working days from Contractor's receipt of the Notice to Cure for Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If Contractor does not take appropriate action within the ten (10) day period, City may issue a Final Notice to Cure. Contractor will have an additional five (5) working days from the receipt

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of the Notice to Cure to cure or take reasonable action to commence to cure before City can terminate the Agreement. If Contractor is terminated for cause, the City may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due to Contractor; and if such cost shall exceed the balance due to Contractor, then Contractor shall pay the difference to the City.

Notwithstanding the foregoing, City may immediately terminate this Agreement, without providing Contractor with notice of default or opportunity to cure, if City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor, but without an opportunity to cure, if City determines Contractor knowingly furnished any representation, warranty or certification in connection with the solicitation of Contractor's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

Notwithstanding the foregoing, City reserves the right to immediately terminate this Agreement by providing written notice to Contractor if the State of Florida or the federal government enacts a law, which removes or restricts authority of City to conduct all or part of its function.

15. **FORCE MAJEURE.** Shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties. Neither City nor Contractor shall be held liable or responsible to the counterparty, nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven (7) days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Agreement. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Agreement with minimal impact to City operations. City maintains the right to terminate the Agreement for convenience, negotiate with the next low bidder, or obtain the goods and/or services through a separate contract.

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16. **INSURANCE.** Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance requirement naming City of Kissimmee as additional insured. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

A) **Workers Compensation:** Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

B) **Comprehensive General Liability:** Contractor will provide such coverage with limits of not less than $3,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance must be written in an "occurrence" based format.

C) **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00 per occurrence.

D) **Umbrella Insurance:** Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00 per occurrence.

E) **Builder's Risk Insurance:** Contractor will provide Builders Risk Insurance with limits not less than the amount of Contractor's bid for the Work until the Work is finally accepted by the City.

Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. Contractor shall provide thirty (30) day prior written notification to the City in the event coverage is cancelled, modified, or nonrenewed. If any required insurance coverage is cancelled, terminated or revoked, Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

17. **INDEMNIFICATION.** The Parties agree that one percent (1%) of the total compensation paid to Contractor for the work or services under this Agreement constitutes specific consideration to Contractor for the indemnification to be provided under the Agreement. Contractor must indemnify and hold harmless, in an amount up to

SAMPLE

four million U.S. Dollars ($4,000,000.00), which the Parties agree bears a reasonable commercial relationship to this Agreement, the City, its past/present/future elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with violations of copyrighted or trademarked materials used by Contractor, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees, excepting such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees and for a statutory violation or punitive damages not caused by or resulting from the acts or omissions of Contractor or its officers, employees, agents, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph is not limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the City Attorney, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof survive the expiration or termination of this Agreement.

18. **PUBLIC CONSTRUCTION BOND.** Prior to commencing work, Contractor shall post a public construction bond (hereinafter the "Bond") that complies with the provisions of Section 255.05, Florida Statutes, in an amount that matches the total amount of compensation due to Contractor for completion of the Work under this Agreement, Florida Statutes, record the Bond in the Official Records of Osceola County, and provide

SAMPLE

a certified copy of the recorded Bond to the City. The Bond shall remain in effect at least one year after the date final payment for the Work becomes due unless otherwise provided by law. The Bond shall be purchased from a company that is duly licensed or authorized by the State of Florida to issue bonds or insurance policies. If the surety on Bond is declared bankrupt, becomes insolvent, or its right to do business is terminated in the state, Contractor shall within ten (10) days thereafter substitute another Bond and surety, both of which must be acceptable to the City. Alternatively, Contractor may provide an alternative form of security so long as the alternative form of security complies with Section 255.05, Florida Statues, and is subject to the same conditions as a performance bond under Section 255.05, Florida Statutes.

19. **TAXES.** Contractor certifies that all state and federal tax exemptions applicable to City will be applied.

20. **SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESPORE DAMAGED PROPERTY.** Contractor shall maintain a safe and secure worksite for the duration of the Work. Contractor shall maintain all areas in a neat and presentable condition. Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work and secure all equipment, tools, and related materials.

    Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, and shrubbery along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of City which is damaged by reason of Contractor's Work on or around such property.

    In case of failure on the part of Contractor to restore and/or replace such property, or to make good such damage or injury, City may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to Contractor under the Agreement. Nothing in this provision shall prevent Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by City, provided that such property has not been damaged as a result from the performance of the Work or through fault of Contractor, its employees or agents.

21. **AUTHORITY TO SUSPEND WORK.** City and/or Project Manager shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be

SAMPLE

deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Work. Should City be prevented or enjoined from proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of City, Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Work will be extended to such reasonable time as City and/or Project Manager may determine and will be set forth in writing. In the event of any such suspension, Contractor shall be paid for all Work actually and timely rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work. In no event shall City be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

22. **WARRANTIES AND REPRESENTATIONS.** Contractor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. Contractor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. Contractor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement.

Contractor binds itself to use such materials and to so construct, install, deliver, and perform the Work that the Work and improvements will be and remain in good repair and condition for a period of two (2) years after the date of completion and acceptance of all Work and improvements by City, and agrees that it will repair or reconstruct said Work and improvements at its sole cost and expense necessitated within that time by any fault of materials, specifications, methods or processes employed in the construction or installation thereof, and Contractor further agrees and binds itself that said improvements for such term shall be and remain in good serviceable condition, free from any defects that will impair its usefulness and should same, at any time within said period, in the judgment of City, whose judgment shall be final and conclusive, become defective and be not in a good serviceable condition, free from any defects that will impair its usefulness by reason of any defective materials, workmanship, specifications, methods, or processes, then City shall cause to be served upon Contractor a notice in writing to repair such Work or portions thereof, or to reconstruct the same and put same in satisfactory and good condition, and Contractor shall promptly comply therewith at its sole cost and expense.

Any warranty provided by Contractor or for which Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement.

SAMPLE

City reserves the right should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of Contractor be discovered after the final payment has been made, to claim and recover from Contractor, by process of law, such sums as may be sufficient to make good the defects in the Work and materials.

23. WAIVER OF LIENS. Prior to final payment of the Agreement Sum, a final waiver of lien must be submitted by all suppliers, subcontractors, and/or Contractor who participated in the Work that is the subject of this Agreement.

24. REMEDIES.

A) Damages. The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by City resultant from Contractor's failure to perform in accordance with the requirements of this Agreement.

B) Correction of Work. If, in the judgment of City, work provided by Contractoror does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, City reserves the right to require that Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. City is the sole judge of non-conformance and the quality of workmanship.

25. WASTE AND HAZARDOUS MATERIAL DISPOSAL. Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris, trash, or waste generated by the Work, including, but not limited to, any hazardous materials, all at no additional cost to City, and in accordance with federal, state, and local laws and ordinances.

26. WAIVER. No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.

SAMPLE

27. **HEADINGS AND CAPTIONS.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

28. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.

29. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

30. **RECORDS.** All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law and at minimum for five (5) years. The City reserves the right to examine and/or audit such records. This Section shall survive termination or expiration of this Agreement.

31. **CHANGES IN WORK ITEMS OR SCOPE.** City and Contractor expressly agree that no changes in materials or description of Work shall take place unless in writing and agreed upon by Contractor and City. All Change Orders must be approved by City in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by Contractor unless Contractor has received a prior written Change Order signed by an authorized representative of City, except in an emergency where there is danger to life or risk of significant damage to property. No extra costs shall be paid to the Contractor as a result of Contractor's failure to properly evaluate the extent of the rehabilitation work.

32. **GUARANTEES AND WARRANTIES.** Contractor shall guarantee to correct any work that fails to conform to this Agreement and shall correct such defects due to faulty materials, equipment, or workmanship during the Term of this Agreement. All reasonable work to be corrected shall be specified in writing by City and delivered to Contractor pursuant to the Notice Section above. The provisions of this article apply to work done by subcontractors as well as work done by Contractor.

SAMPLE

33. **BREACH.** Failure of Contractor or City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, City has the right to terminate this Agreement in accordance with the provisions of Paragraph 14 above. In the event of any default of the City, except for payment which is controlled by Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, City has fifteen (15) days after written notice from Contractor to cure said default, unless City disputes satisfactory performance of services.

34. **ATTACHMENTS.** Attachments to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

35. **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.

36. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all 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, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Contractor is responsible for obtaining all necessary permits and licenses and the payment of any fees necessary for performance of this Agreement.

37. **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.

38. **PUBLIC RECORDS.** The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to

SAMPLE

this Contract, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City.

c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.

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

e. If the Contractor 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 Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

39. FUNDING. The obligation of City for payment to Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

40. USE OF LUMBER, TIMER, AND OTHER FOREST PRODUCTS DURING

SAMPLE

WORK. If lumber, timber, or other forest products are a component of the Work, such products are available and their price, fitness, and quality are equal to those manufactured outside the state, and no exception under Section 255.20(3)(a), then Contractor shall use lumber, timber, or other forest products that were manufactured inside the state while performing the Work.

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

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

    City acknowledges that Contractor may use workers outside the United States, who will not be subject to e-verification.

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

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choose to terminate the Agreement at its sole discretion.

43. **FOREIGN GIFTS AND CONTRACTS.** Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

44. **SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interest.

45. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Contractor 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, Contractor represents and certifies that Contractor 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 Contractor 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. Contractor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to the City.

46. **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.

47. **ANTITRUST VIOLATIONS; DENAIL 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

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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, Contractor 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.

48. **NON-DISCRIMINATION.** Contractor 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. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees, for the period during which services are provided. Contractor further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.

49. **ENTIRE AGREEMENT**. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

SIGNATURES ON FOLLOWING PAGE

SAMPLE

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

CONTRACTOR- _____.

By:_____

Title: _____

Date:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by means of ☐ physical presence or ☐ online notarization, by (*name of person*) _____ 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: _____

CITY OF KISSIMMEE

_____
Olga Gonzalez, Mayor

Date: _____

Attest:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

SAMPLE

EXHIBIT A

PLANS AND SPECIFICATIONS

SAMPLE

EXHIBIT B

IFB

SAMPLE

EXHIBIT C

CONTRACTOR'S RESPONSE TO IFB

SAMPLE

EXHIBIT C

CONTRACTOR'S RESPONSE TO IFB

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****
Bid IFB2024-003

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	TOTAL COST
1	**Chambers Park Community Center Renovation**	$211,087
	Alternate 1	$9,500
	Alternate 2	$1,780

Completion Time: 120 **Days**

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 and 2 (IF APPLICABLE)

_____
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

AS We do not take exception to Specifications.
(initial)

_____ We take exception to Specifications as follows:
(initial)

_____

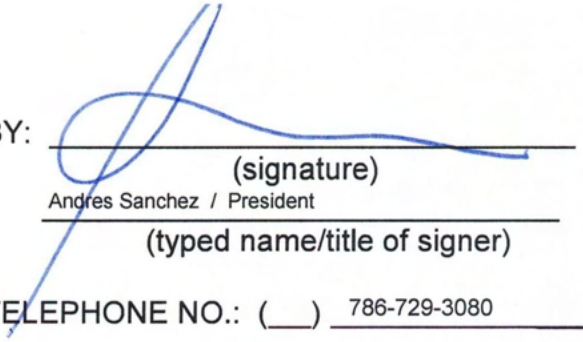
_____

_____

(attach additional sheets, if necessary)

COMPANY NAME FSV Construction Company
COMPANY ADDRESS 8163 NW 60th St, Miami, FL 33166

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY:  DATE: 06/11/2024

(signature)

Andres Sanchez / President

(typed name/title of signer)

TELEPHONE NO.: (___) 786-729-3080 FAX NO.: (___) _____

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

(Signature)

COMPANY NAME FSV Construction Company

COMPANY ADDRESS 8163 NW 60th St, Miami, FL 33166

BY: _____ DATE: 06/11/2024

(signature)

Andres Sanchez / President EMAIL: info@fsvcontruction.com

(typed name/title of signer)

Question: There should be an alternate 1 and alternate 2 on Schedule of offers?

Answer: Revised schedule of offers attached.

A. ACKNOWLEDGMENT OF ADDENDA:

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

Brandon Durango
Procurement Manager

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

(Signature)
COMPANY NAME FSV Construction Company
COMPANY ADDRESS 8163 NW 60th St, Miami, FL 33166
BY: DATE: 06/11/2024
(signature)
Andres Sanchez / President EMAIL: info@fsvcontruction.com
(typed name/title of signer)

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

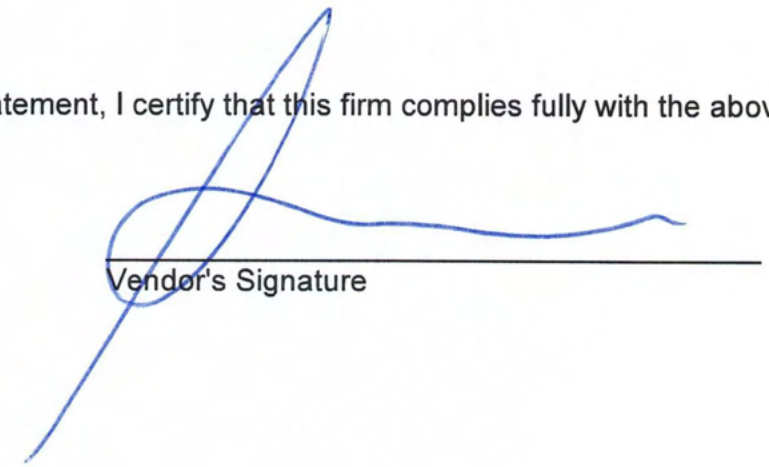
3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Vendor's Signature

ATTACHMENT B

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Andres Sanchez / President

Name and Title of Authorized Representative

06/11/2024

Signature Date

FSV Construction Company
8163 NW 60th St
Miami, FL 33166
Phone: 786-729-3080
Email: info@fsvconstruction.com

Reference 1	
Client:	Hialeah Housing Authority
Location:	75 E 6th St, Hialeah, FL 33010
Project:	Facade Renovations and Recoat at Palm Centre
Amount:	$384,000.00
Dates:	08/01/2023 – 01/31/2024
Contact:	Miguel Hernandez - Capital Fund Program Coordinator
Telephone:	305-888-9744
Email:	miguel.hernandez@hialeahhousing.org
Reference 2	
Client:	Town of Cloud Lake
Location:	100 Lang Rd, West Palm Beach, FL 33406
Project:	Town Hall Renovation Project
Amount:	$159,000.00
Dates:	01/01/2024 – 05/20/2024
Contact:	Dorothy Gravelin - Town Clerk
Telephone:	561-686-2815
Email:	townofcloudlake@msn.com
Reference 3	
Client:	Orange County Public Schools
Location:	6501 Magic Way, Orlando, FL 32809
Project:	General Contractor Services
Amount:	Project less than $300,000
Dates:	06/01/2023 – 05/31/2026
Contact:	Angela S. Jimenez - Project Manager III
Telephone:	407-317-3700 Ext. 202 5348 / 407-561-5015
Email:	Angela.Jimenez@ocps.net
Reference 4	
Client:	Sensazioni Design LLC
Location:	552 Adalines Aly, St Cloud, FL 34771
Project:	Exterior and Interior Renovation of Extra Space Storage on Narcoossee Rd, Orlando
Amount:	$278,880.00
Dates:	02/27/2023 – 05/19/2023
Contact:	Veronica Rasetti – Project Manager
Telephone:	407-561-3267
Email:	sensazionidesign@gmail.com

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SANCHEZ, ANDRES E SR

FSV CONSTRUCTION COMPANY
8163 NW 60 ST
MIAMI FL 33166

LICENSE NUMBER: CBC1265806

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/18/2023

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

Minority Business Certification

FSV Construction Company

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

12/19/2023 to 12/19/2025



J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

ITEM 7.J
Resilient Florida Program Grant for Vulnerability Assessment Project

Request

Approval to accept $340,000.00 in Federal grant funding awarded to perform a comprehensive inland vulnerability assessment for compliance with the requirements outlined in Section 380.093, Florida Statutes, and to amend the budget to reflect the funding received.

Explanation

On September 1, 2023, The City of Kissimmee applied for the Resilient Florida Program Grant to perform a comprehensive inland vulnerability assessment, aligning with the statutory requirements. This endeavor is crucial to ensure the city's preparedness for changing climate patterns and to safeguard its population, infrastructure, and natural resources.

The assessment will focus on the potential impacts of rainfall-driven flooding. The project will comprehensively analyze six critical inland basins: Shingle Creek, West City Ditch, East City Ditch, Downtown, Mill Slough, and Bass Slough. All these basins ultimately feed into Lake Tohopekaliga, a vital water body subject to a nutrient reduction plan.

On December 18, 2023, the City received notice to award $340,000, 100% federal funds. On June 3, 2024, the City received the agreement for execution for the final acceptance of the awarded funds.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15000334-334490 15045206-506393	XXXXXX	Increase Increase	$340,000.00 $340,000.00	

Financial Summary:

This grant will fund 100% of the project costs.

Recommendation

Approve to accept $340,000.00 in federal grant funding awarded to perform a comprehensive inland vulnerability assessment for compliance with the requirements outlined in Section 380.093, Florida Statutes, and amend the budget to reflect the funding received.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Grant Agreement (Vulnerability Assessment and Adaptation Plan)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Kissimmee Comprehensive Vulnerability Assessment and Adaptation Plan**
Agreement Number: **24PLN44**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Kissimmee** Entity Type: **Local Government**

Grantee Address: **101 Church Street, Kissimmee, Florida 34741** FEID: **59-6000348** (Grantee)

3. Agreement Begin Date: **07/01/2023** Date of Expiration: **06/30/2026**

4. Project Number: *(If different from Agreement Number)* Project Location(s): **Osceola County, Florida**

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, as well as develop an Adaptation Plan.**

5. Total Amount of Funding: **$ 340,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**FY 23-24 GAA Line Item #1820**	$ **340,000.00**
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **340,000.00**

6. Department's Grant Manager
Name: _____ or successor
Address: **Resilient Florida Program**
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399
Phone: **850-245-2905**
Email: **Veronica.Emata@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Nagel Altrui** or successor
Address: **City of Kissimmee**
101 Church Street, Suite 301
Kissimmee, Florida 34741
Phone: **407-518-2163**
Email: **nagel.altrui@kissimmee.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Kissimmee **GRANTEE**

By _____
(Authorized Signature) Date Signed

Mike Steigerwald, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager, Veronica Emata

_____

DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. 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.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any 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 leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24PLN44

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Kissimmee Comprehensive Vulnerability Assessment and Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24PLN44

ATTACHMENT 3

PROJECT TITLE: City of Kissimmee Comprehensive Vulnerability Assessment and Adaptation Plan

PROJECT LOCATION: The Project is located in the City of Kissimmee within Osceola County, Florida.

PROJECT DESCRIPTION:
The City of Kissimmee (Grantee) will complete the City of Kissimmee Comprehensive Vulnerability Assessment and Adaptation Plan Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as well as develop an Adaptation Plan. The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 3: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will

prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, , local government staff);
- **3.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **3.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **3.5:** A summary report including attendee input and meeting outcomes.

Task 4: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **4.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **4.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **4.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 5: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **5.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **5.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 6: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **6.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **6.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 7: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **7.1:** Meeting agendas to include location, date, and time of meeting;
- **7.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, local government staff);
- **7.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **7.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **7.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 8: Identify Focus Areas

Description: The Grantee will identify focus areas following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **8.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **8.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **8.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **8.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 9: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **9.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **9.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **9.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **9.4** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 10: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **10.1:** Meeting agendas to include location, date, and time of meeting;
- **10.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, local government staff);
- **10.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **10.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **10.5:** A summary report including attendee input and meeting outcomes.

Task 11: Local Mitigation Strategy

Description: The results of the Vulnerability Assessment can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables:

- **11.1:** The Grantee will provide a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update; Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

Task 12: Adaptation Plan

Description: The Grantee will complete an Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables:

- **12.1:** The Grantee will provide the final Adaptation Plan or Report.

Task 13: Grant Administration

Description: The Grantee will perform grant administration, to include overall management of project activities, coordination of schedules, preparation and completion of project updates and reports, maintenance of project records, preparation and submission of reimbursement requests, budget modifications, and grant closeout activities.

Deliverables: The Grantee will submit:

- **13.1:** Quarterly grant management reports signed by the Grantee's Grant Manager, to include:
    - A summary of grant activities; and
    - A list of any reports or documents created.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	$0	$0	$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	$10,800	$0	$10,800	7/1/2023	12/31/2024
3	Public Outreach Meeting #1	Contractual Services	$23,300	$0	$23,300	7/1/2023	12/31/2024
4	Acquire Background Data	Contractual Services	$36,900	$0	$36,900	7/1/2023	12/31/2024
5	Exposure Analysis	Contractual Services	$80,500	$0	$80,500	7/1/2023	12/31/2024
6	Sensitivity Analysis	Contractual Services	$25,600	$0	$25,600	7/1/2023	3/31/2025
7	Public Outreach Meeting #2	Contractual Services	$24,300	$0	$24,300	7/1/2023	4/30/2025
8	Identify Focus Areas	Contractual Services	$9,900	$0	$9,900	7/1/2023	5/31/2025
9	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$29,100	$0	$29,100	7/1/2023	6/30/2025
10	Public Presentation	Contractual Services	$9,200	$0	$9,200	7/1/2023	3/31/2026
11	Local Mitigation Strategy	Contractual Services	$15,000	$0	$15,000	7/1/2023	3/31/2026
12	Adaptation Plan	Contractual Services	$59,300	$0	$59,300	7/1/2023	3/31/2026
13	Grant Administration	Contractual Services	$16,100	$0	$16,100	7/1/2023	3/31/2026
		Total:	**$340,000**	**$0**	**$340,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	23/24	37.098	Resilient Florida Programs	$340,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$340,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 24PLN44

CITY OF KISSIMMEE COMPREHENSIVE VULNERABILITY ASSESSMENT AND ADAPTATION PLAN

CITY OF KISSIMMEE

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 24PLN44

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: ( ) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN44

Project Title: City of Kissimmee Comprehensive Vulnerability Assessment and Adaptation Plan

Grantee: City of Kissimmee

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

Exhibit I

Required for all planning grant agreements that include a comprehensive Vulnerability Assessment.

DEP Agreement Number: 24PLN44

Project Title: City of Kissimmee Comprehensive Vulnerability Assessment and Adaptation Plan

Grantee: City of Kissimmee

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. When filling out the checklist, please provide the corresponding page number in the VA or, if the item is not applicable, an explanation as to why it is not applicable. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
A	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
B	☐	Geospatial data in an electronic file format.	
C	☐	GIS metadata.	
D	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset. Critical assets and regionally significant assets are as defined in subsection 380.093(2), F.S.	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
E	☐	Peril of Flood Comprehensive Plan amendments developed that address paragraph 163.3178(2)(f), F.S. (*if applicable*) ☐ Noncoastal community/Peril of Flood not required ☐ Already in compliance	

F	☐	Depth of tidal flooding, including future high tide flooding. The threshold for tidal flooding is 2 feet above mean higher high water. (*if applicable*)	
G	☐	Analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. *(to the extent practicable)*	
H	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (*check one, if applicable*) ☐ NOAA data ☐ FEMA data	
	H.1	☐ Initial storm surge event equals or exceeds current 100-year flood event. (*if applicable*)	
	H.2	☐ Higher frequency storm analyzed for exposure of a critical asset. *(optional, but must provide additional detail if included)*	
I	☐	Rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. *(to the extent practicable but required if item e is noncoastal)*	
	I.1	☐ Future boundary conditions have been modified to consider sea level rise and high tide conditions. For rainfall-induced flood modeling, the model inputs for the 2040/2070 rainfall scenarios should use projected sea level rise/high tide conditions. *(if applicable)*	
	I.2	☐ Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. *(required if item e is noncoastal)*	
J	☐	Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. *(to the extent practicable)*	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
K	☐	All analyses in North American Vertical Datum of 1988.	
L	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
M	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
N	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
	N.1	☐ Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges. Data may be taken from one such gauge if the gauge has a higher mean sea level. *(if checked, provide Department approval).*	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Kissimmee is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

ITEM 7.K
Lakeside Community Center Design Project

Request

Request approval of contract # 20240133 with The Lunz Group to provide architectural services and to be funded from the Sales Tax Fund which will cover the schematic design and the design development documents in the amount of $132,036. The remainder of the scope in the amount of $204,681 will be available and funded by the bond once secured.

Explanation

In July 2024, the city initiated discussions with The Lunz Group to secure design services for a community center and gymnasium, demonstrating our commitment to enhancing community vitality and well-being. These facilities are envisioned as pivotal hubs promoting physical health, social engagement, and educational enrichment for residents of all ages.

The gymnasium will provide a dedicated space for sports and recreational activities, encouraging active lifestyles and supporting youth development through structured programs. Simultaneously, the community center will serve as a venue for social gatherings, educational workshops, and cultural events, fostering unity and belonging within our diverse community.

The community center is proposed to be located at Mark Durbin Park in Lakeside, strategically located near the new Mark Durbin Fire Station currently under design development. The city plans to utilize the continuing service agreement for design, collaborating closely with the Parks & Recreation Department.

Approval of the negotiated agreement and scope of service, will include but will not be limited to the following:

1. The schematic design. (Sales Tax Fund)
2. Design development documents (Sales Tax Fund)
3. Construction documents. (Bond Fund)
4. Bidding or negotiation phase services. (Bond Fund)

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10450106-506292	ST2312	Decrease	$200,000	$132,036

Financial Summary:

Adequate funds are available in the Sales Tax Fund to cover the schematic design and the design development documents in the amount of $132,036. The remainder of the funds in the amount of $204,681 will be available and added once the bond is secured.

Recommendation

Approval and pre-authorization for additional work contingent upon the city bond approval for the agreement with The Lunz Group in the amount of $336,717.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) Durbin Park Community Center Design Proposal
2. The Lunz Group Architectural Engineering Service Master Agreement. Contract #20240133

THE LUNZ GROUP
Architecture | Interior Design
LC AR94778

July 22, 2024 Revised
July 16, 2024

R.J. Littlefield
PW&E Construction Project Manager
City of Kissimmee
104 N. Alaska Avenue
Kissimmee, Florida 34741

RE: Durbin Park Community Center Proposal Letter
TLG Project Number 24108.01

Dear Mr. Littlefield,

Thank you for inviting The Lunz Group to provide our proposal for professional services to the City of Kissimmee ("Client"). The Lunz Group looks forward to partnering and collaborating with you and your team to develop Durbin Park Community Center, located in Kissimmee, Florida. This proposal shall be performed under the Continuing Contract for Architectural and Engineering Services (RFQ 2023-006). Upon your review of our qualifications, we are confident you will conclude our project team has the required expertise to ensure a successful project outcome. We look forward to the opportunity to discuss our proposal with you and your team at your earliest convenience.

Project Understanding

We understand the project consists of a new single-story 16,000 sf community center with 8,000 sf dedicated to internal program and 8,000 sf dedicated to an attached gymnasium. Exterior improvements by others include new landscaping, playground, exterior standalone restroom servicing the existing basketball and tennis courts existing pathway reconfiguration and new parking field. The project is located directly behind the new fire station under construction at the intersection of Lakeside Drive and Remington Pointe Blvd in the city of Kissimmee, Florida. We anticipate concrete masonry unit construction with traditional spread footing foundations and metal bar roof joists for a flat roof for the community center and a mono sloped roof for the attached gym. The exterior design will closely match the new fire station which consist of brick and stucco. The building will be fully fire suppressed and MEP RTU's will be located on the buildings flat roof area. IT will be conduits and boxes, design and execution with an approved vendor as directed by the Client. We have been informed that estimated building construction cost is to range between $330 and $350 per sf for an estimated building budget between $5.28 and $5.6 million dollars.

Scope of Services

The Lunz Group has been asked to provide a professional services proposal for design and documentation services. Architectural and Interior Design will be performed within The Lunz Group with Structural and MEP engineering services provided as consultants to The Lunz Group. The phases initially funded by the City of Kissimmee and included as part of basic services are Schematic Design, Design Development. Construction Documents, Permitting/Bidding and Construction Administration services are to funded by a government bond once the bond is approved.

Time Schedule for Services
Start-Up Time: Two (2) weeks after receipt of written authorization to proceed.

I – Pre-Design Services: Zero (0) weeks.
Not part of basic services.

II – Schematic Design Phase Services:

Schematic Design 50%	2 weeks	
Client Review Meeting & Travel		1 week
Schematic Design Submission	2weeks	
Client Review Meeting & Travel		1 week
Total	Four (4) weeks	

Plus, time for Client Approval and Authorization to Proceed.

III – Design Development Phase Services:

Design Development 50%	3 weeks	
Client Review Meeting & Travel		1 week
Design Development Submission	3 weeks	
Client Review Meeting & Travel		1 week
Total	Six (6) weeks	

Plus, time for Client Approval and Authorization to Proceed.

IV – Construction Documents Phase Services:

Construction Documents 50%	4 weeks	
Client Review Meeting & Travel		1 week
Construction Documents Submission	4 weeks	
Client Review Meeting & Travel		1 week
Total	Eight (8) weeks	

Plus, time for Client Approval and Authorization to Proceed.

V – Bidding Or Negotiation Phase Services: Four (4) weeks
Plus time for Client Review and Award on Construction Contract.

VI – Construction Phase Services: 12 months

VII – Post Completion Services: Zero (0) weeks
Not part of basic services.

Compensation for Professional Services
The Lunz Group will provide professional services as a lump sum fee structure. Client shall pay The Lunz Group a fee of **$336,717**. Invoices shall be issued monthly based on a percent complete basis. Changes to the scope of work including changes to previously approved documents, project schedule, project scope, or scope of services will result in additional services. The additional services will be performed at the hourly rates below or for an agreed upon lump sum.

Breakdown of Lump Sum Fee by Phase

	SD	DD	Once Bond is approved	CD	Bidding	CA	Total
Architectural	$38,327	$57,149		$79,355	$15,013	$42,422	$232,267
Structural	$3,920	$9,792		$15,667	$783	$9,008	$39,170
MEP	$6,528	$16,320		$26,112	$1,306	$15,014	$65,280
Total	$48,775	$83,261		$121,134	$17,102	$66,444	$336,717

Architectural Hourly Rates

CEO/President	$285.00
Managing Director	$285.00
COO	$240.00
Lead Architectural Designer	$195.00
Lead Interior Designer	$170.00
Senior Project Manager	$210.00
Project Manager	$190.00
Senior Project Architect	$200.00
Project Architect	$180.00
BIM Manager	$155.00
Senior Designer	$140.00
Designer	$100.00
Accounting Support	$95.00
Administrative Support	$75.00

Structural / MEP Engineering Rates

Principal Engineer	$275.00
Senior Engineer III	$275.00
Senior Engineer II	$205.00
Senior Engineer I	$185.00
Project Manager III	$205.00
Project Manager II	$165.00
Project Manager I	$14500
Engineer II	$165.00
Engineer I	$155.00
Designer III	$145.00
Designer II	$135.00
Designer I	$125.00
Construction Coordinator II	$165.00
Construction Coordinator I	$145.00
Administrative / Clerical	$90.00
Clerical	$90.00
Marketing Coordinator	$90.00

Reimbursable Expenses

Reimbursable Expenses are expenses incurred by The Lunz Group and The Lunz Group's consultants that are not included in the fee. These expenses shall be billed and paid at cost plus 15 %. Reimbursable Expenses include, but are not limited to, the following:

- Courier and delivery charges including insurance and customs duty rates.
- Reproductions including photocopying, printing and plotting will be billed in accordance with Company's standard document pricing.
- Presentation materials including mounting and lamination.
- Professional renderings and models except as included in this proposal.
- Transportation and travel including airfare (business class for international travel), lodging, meals, ground transportation, vehicle rental, and other transportation related expenses.
- Additional expenses over normal hourly rates for overtime work approved by the Client in advance.

Fast Track Process

In the event the Client chooses to take advantage of the potential time and cost savings benefits of fast-track processes, Client acknowledges that it has been advised that the Project will be affected. Some of the effects include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents for permitting, bidding, and construction purposes. Client acknowledges that the Project will likely require associated coordination, design, and redesign of parts of the Project after Construction Documents are issued and the Construction Contract is executed and may require removal of work-in-place, all which events may cause an increase in the Cost of the Work and/or an extension of the Project construction schedule. Therefore, Client acknowledges the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from fast-track processes.

Design Approval

Client shall designate a project manager as the main contact of Client for communication with The Lunz Group in relation to this Project. Client shall immediately notify The Lunz Group in writing of any change to the project manager and/or their contact information Client's project manager shall have the authority to administer all aspects of this Contract on behalf of Client. Client's project manager shall attend all project meetings with The Lunz Group, especially the initial kick-off meeting, and shall ensure that any other members of Client's staff required for approvals are also in attendance at the initial kick-off meeting. Revisions to The Lunz Group's design consulting documents required to accommodate comments provided by Client's staff not in attendance at the initial kickoff meeting shall be compensated as an Additional Service, unless agreed otherwise by The Lunz Group.

Terms And Conditions

Will be per the existing fully executed Continuing Contract for Architectural and Engineering Services (RFQ 2023-006).

Agreement

By signing below, Client agrees to the provisions of this proposal and agrees to pay The Lunz Group in accordance with those terms stated. Authorizing services described in this proposal shall be construed to mean agreement with the provisions of this proposal. If this proposal is not executed within 30 days from the issue date, The Lunz Group reserves the right to review Compensation, Payment Schedule, and Staffing Commitments. Until the time a formal AIA or other standard form of agreement between Client and Architect is executed this proposal and its associated terms and conditions will be the agreement between the Client and Architect for professional services.

Submitted by:	Approved by:
Signature	Signature
Craig Fennig, AIA, NCARB, LEED AP BD+C Printed Name	Printed Name
Managing Director Title	Title
July 16, 2024 Date	Date

Attachments:
Attachment A – Scope of Services

CC: Brit Kirby, The Lunz Group

Architectural/Engineering Services Master Agreement

THIS ARCHITECTURAL/ENGINEERING MASTER SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between the City of Kissimmee, a Municipal Corporation of the State of Florida, by and through its Commission, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the "CITY",) and **THE LUNZ GROUP,** 615 Celebration Avenue, FL 34747, whose Federal Identification Number is: 59-2853955 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY requires certain architectural and/or engineering services to be performed in the City of Kissimmee; and,

WHEREAS, the CITY has solicited for these professional services via RFQ2023-006, an advertised request for qualifications (the "RFQ"), and has received numerous responsive bids thereto; and

WHEREAS, the CONSULTANT remains agreeable to providing the CITY the professional services and represents that it is capable and prepared to do so;

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

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the Mayor, The City of Kissimmee Commission (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year period, commencing upon the Effective Date, unless otherwise terminated as provided herein.

2.0 **CONSULTANT –SERVICES -- GENERAL**

2.1 The CONSULTANT shall provide the CITY complete architectural and engineering services necessary to provide construction documents and administration for various projects (individually a "Project" and collectively, the "Projects") throughout the Term, as may be further specifically designated and authorized by the CITY in writing. Such authorization shall be in the form of either a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO"), and all provisions of this Agreement shall apply to the CSA or CPO with full force and effect as if appearing in full within each CSA or CPO. Each CSA or CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution. When the CONSULTANT and the CITY enter into a CSA or CPO where the term thereof expires on a date that is later than the date of this Agreement, the

CONSULTANT and the CITY agree that the terms of this Agreement and any amendments, attachments, or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA or CPO, as applicable, have been performed. Cancellation by the CITY of any remaining service prior to the full completion of the requirements of the CSA/CPO shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of this Agreement. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of this Agreement.

2.2 The CONSULTANT is not authorized to undertake any Project without a duly executed CSA or CPO, which shall specify the work to be performed. The CONSULTANT recognizes that the CITY may employ several different CONSULTANTs and engineers to perform the services described herein and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 In addition to the services described in this Section 2.0, the RFQ, the Consultant's responsive proposal thereto, and otherwise set forth and described in the body of this Agreement, the CONSULTANT may also be authorized to perform, via a duly executed CSA or CPO, any or all of those services set forth and further described in **Exhibit "B"**, attached hereto and incorporated herein (collectively, the "Services").

3.0 Project Administration Services

3.1 The CONSULTANT shall manage the CONSULTANT'S services and administer the Project. The CONSULTANT shall consult with the CITY, research applicable design criteria, attend Project meetings, and communicate with members of the Project team and issue progress reports. The CONSULTANT shall coordinate the services provided by the CONSULTANT and the CONSULTANT'S sub-consultants with those services provided by the CITY and the CITY'S consultants.

3.2 When Project requirements have been sufficiently identified, the CONSULTANT may be required to prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the CITY, design services furnished by the CONSULTANT, completion of documentation provided by the CONSULTANT, commencement of construction and Substantial Completion of the Work.

3.3 The CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

3.4 Upon request of the CITY, the CONSULTANT shall make a presentation to explain the design of the Project to representatives of the CITY.

3.5 The CONSULTANT shall submit design documents to the CITY at intervals

appropriate to the design process for purposes of evaluation and approval by the CITY. The CONSULTANT shall be entitled to rely on approvals received from the CITY in the further development of the design.

3.6 The CONSULTANT shall assist the CITY in connection with the CITY'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

3.7.1 When the Project requirements have been sufficiently identified, the CONSULTANT shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. The CONSULTANT shall advise the CITY of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the estimate of the Cost of the Work exceeds the CITY'S budget, the CONSULTANT shall make appropriate recommendations to the CITY to adjust the Project's size, quality or budget, and the CITY shall cooperate with the CONSULTANT in making such adjustments.

3.7.2 Evaluations of the CITY'S budget for the Project, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work represent the CONSULTANT'S judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the CITY has control over the cost of labor, materials or equipment, over the CONSULTANT'S methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from the CITY'S budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the CONSULTANT.

3.7.3 In preparing estimates of the Cost of the Work, the CONSULTANT shall be permitted to include contingencies and allowances for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the CITY'S budget for the Cost of the Work.

3.7.4 If bidding or negotiation has not commenced within 90 days after the CONSULTANT submits the Construction Documents to the CITY, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

3.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, and the CITY elects to revise the Project scope to reduce the Cost of the Work, then the CONSULTANT, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement.

4.0 **Evaluation and Planning Services**

4.1 **The CITY may furnish a program setting forth the CITY's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.** The CONSULTANT shall provide a preliminary evaluation of the information furnished by the CITY under this Agreement, including the CITY'S program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The CONSULTANT shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the CITY of any other information or consultant services that may be reasonably needed for the Project.

4.2 The CONSULTANT shall provide a preliminary evaluation of the CITY'ssite for the Project based on the information provided by the CITY of site conditions, and the CITY'S program, schedule and budget for the Cost of the Work.

5.0 **Design Services**

5.1 SCHEMATIC DESIGN DOCUMENTS

5.1.1 The CONSULTANT shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the CONSULTANT's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5.2 DESIGN DEVELOPMENT DOCUMENTS

5.2.1 The CONSULTANT shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

5.3 CONSTRUCTION DOCUMENTS

5.3.1 The CONSULTANT shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

5.3.2 During the development of the Construction Documents, the CONSULTANT shall assist the CITY in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the CITY and the CONSULTANT; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The CONSULTANT also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

5.3.3 Progress submittals of design documents shall be delivered to the CITY for review and approval, at the 50% Construction Document Phase, the 100% Construction Document to be submitted for permit, and the 100% Construction Documents, approved for construction for each subproject. Such submittals shall be reissued as necessary to secure approval. CITY comments shall be incorporated into the next phase of the work. CONSULTANT is entitled to rely upon CITY'S approval that the design conforms to the program at each stage. The CITY and the CONSULTANT agree that they shall not proceed to the next phase, including the Construction Phase, until they have mutually agreed that the project is feasible in accordance with the budget approved by the CITY.

6.0 **Contract Administration Services**

6.1 GENERAL ADMINISTRATION

6.1.1 The CONSULTANT shall provide administration of the Contract between the CITY and the Contractor as set forth in the CITY'S Agreement with their Contractor.

6.1.2 The CONSULTANT'S responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the Contractor and terminates at the issuance to the CITY of the final Certificate for Payment. However, the CONSULTANT may be entitled to a Change in Services in accordance with Section 47.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

6.1.3 The CONSULTANT shall be a representative of, and shall advise and consult with, the CITY during the provision of the Contract Administration Services. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.

6.1.4 Duties, responsibilities and limitations of authority of the CONSULTANT under this Section 6.0 shall not be restricted, modified or extended without written agreement of the CITY and CONSULTANT.

6.1.5 The CONSULTANT shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the CONSULTANT and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

6.1.6 If deemed appropriate by the CONSULTANT, the CONSULTANT shall on the CITY'S behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

6.1.7 The CONSULTANT shall interpret and decide matters concerning performance of the CITY and Contractor under, and requirements of, the Contract Documents on written request of either the CITY or Contractor. The CONSULTANT'S response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

6.1.8 Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

6.1.9 The CONSULTANT shall render initial decisions on claims, disputes or other matters in question between the CITY and CONSULTANT as provided in the Contract Documents. However, the CITY'S decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

6.2 EVALUATIONS OF THE WORK

6.2.1 The CONSULTANT, as a representative of the CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the CITY and the CONSULTANT, (1) to become generally familiar with and to keep the CITY informed in writing about the

progress and quality of the portion of the Work completed, (2) to endeavor to guard the CITY against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

6.2.2 The CONSULTANT shall report to the CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the CONSULTANT shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT'S negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.3 The CONSULTANT shall at all times have access to the Work wherever it is in preparation or progress.

6.2.4 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized in writing, the CONSULTANT and Contractor shall communicate through the CITY. Communications by and with the CONSULTANT'S sub-consultants shall be through the CONSULTANT. The CONSULTANT shall respond to the CITY with the CONSULTANT'S written responses or correspondence within a reasonable length of time.

6.2.5 The CONSULTANT shall have authority to reject Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable, the CONSULTANT, with the CITY'S approval, will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the CONSULTANT nor a decision made in good faith, either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the CONSULTANT to the Contractor, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the CONSULTANT requires inspection or testing of the Work without the CITY'S prior approval, the Work is deemed acceptable, the CONSULTANT will be responsible for any compensation due the Contractor.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The CONSULTANT shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The CONSULTANT'S certification for payment shall constitute a representation to the CITY, based on the CONSULTANT'S evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the CONSULTANT'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the CONSULTANT.

6.3.2 The issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the CITY to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.3.3 The CONSULTANT shall maintain a record of the Contractor's Applications for Payment.

6.4 SUBMITTALS

6.4.1 The CONSULTANT shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT'S action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, Contractor or separate contractor. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, within ten (10) business days upon receipt to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The CONSULTANT'S review shall not constitute approval of safety precautions or, unless otherwise

specifically stated by the CONSULTANT, of any construction means, methods, techniques, sequences or procedures. The CONSULTANT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The CONSULTANT shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the CONSULTANT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the CONSULTANT. The CONSULTANT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The CONSULTANT shall prepare Construction Change Directives and assist the City with the preparation of change orders and allowance authorizations for the CITY'S approval and execution in accordance with the Contract Documents. The CONSULTANT may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the CONSULTANT shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

6.5.2 The CONSULTANT shall review properly prepared, timely requests by the CITY or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the CONSULTANT to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the CONSULTANT determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the CONSULTANT may issue an order for a minor change in the Work or recommend to the CITY that the requested change be denied.

6.5.3 If the CONSULTANT determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the

CONSULTANT shall make a recommendation to the CITY, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the CONSULTANT shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the CONSULTANT. With the CITY'S approval, the CONSULTANT shall incorporate those estimates into a Change Order or other appropriate documentation for the CITY'S execution or negotiation with the Contractor.

6.5.4 The CONSULTANT shall maintain records relative to changes in the Work.

6.6 PROJECT COMPLETION

6.6.1 The CONSULTANT shall conduct site observations to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the CITY, for the CITY'S review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

6.6.2 The CONSULTANT'S site observations shall be conducted with the CITY'S Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the CONSULTANT of Work to be completed or corrected.

6.6.3 When the Work is found to be substantially complete, the CONSULTANT shall inform the CITY about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6.4 The CONSULTANT shall receive from the Contractor and forward to the CITY: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the CITY against liens.

7.0 **Facility Operation Services**

7.1 The CONSULTANT shall meet with the CITY or the CITY'S Designated Representative promptly after Substantial Completion to review the need for facility operation services.

7.2 Upon request of the CITY, and prior to the expiration of one year from the date of Substantial Completion, the CONSULTANT shall conduct a meeting with the

CITY and the CITY'S Designated Representative to review the facility operations and performance and to make appropriate recommendations to the CITY.

8.0 **Additional Services**

8.1 The CONSULTANT may be authorized, via a duly executed CSA or CPO, to perform any or all of the additional services as set forth and further described on **Exhibit "B"**.

8.2 The following minimum Design and Contract Administration Services shall be provided by the CONSULTANT without a Change in Services in accordance with Section 47.2:

8.2.1 A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the CONSULTANT.

8.2.2 Up to two (2) site observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

8.2.3 Up to two (2) site observations for any portion of the Work to determine final completion.

8.3 The following Design and Contract Administration Services shall be provided by the CONSULTANT as a Change in Services in accordance with Section 47.2:

8.3.1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by CITY;

8.3.2 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;

8.3.3 Evaluation of substitutions proposed by the CITY'S consultants or contractors and making subsequent revisions to the Instruments of Service, with prior approval by CITY.

8.3.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the CITY after the Guaranteed Maximum Price is established.

8.3.5 Contract Administration Services provided 60 (sixty) days after the date of Final Completion of the Work, as may be requested by the CITY.

8.4 The CONSULTANT shall furnish or provide the following services only if specifically designated:

8.4.1 Programming
8.4.2 Land Survey Services
8.4.3 Geotechnical Services
8.4.4 Space Schematics/Flow Diagrams
8.4.5 Existing Facilities Surveys
8.4.6 Economic Feasibility Studies
8.4.7 Site Analysis
8.4.8 Environmental Studies and Reports
8.4.9 User-Supplied Data
8.4.10 Schedule Development and Monitoring
8.4.11 Civil Design
8.4.12 Landscape Design
8.4.13 Interior Design
8.4.14 Value Analysis
8.4.15 Cost Estimating
8.4.16 On-Site Project Representation
8.4.17 Construction Management
8.4.18 Start-up Assistance
8.4.19 Record Drawings
8.4.20 Post-Contract Evaluation
8.4.21 Tenant-Related Services
8.4.22 Underground Field Drainage

9.0 **Compensation**

9.1 In consideration of the Services provided by the CONSULTANT pursuant to this Agreement, the CITY shall pay CONSULTANT compensation which may be negotiated as either a not-to-exceed price or a lump sum amount, in the CITY's sole discretion.

9.2. In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit "A"**. The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

9.3 All invoices must reference this Agreement number, using an invoice form approved by the CITY.

9.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of a correct, fully documented, invoice, in form and substance satisfactory to the CITY with all appropriate cost substantiations attached. All invoices shall be

delivered to:

The City of Kissimmee
Public Works & Engineering
Attention: Facilities Management Director
101 Church Street
Kissimmee, FL 34741

9.5 In order for both parties herein to close their books and records for a particular Project, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY for such Project. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

9.6 Payment of the final invoice for any particular Project shall not constitute evidence of the CITY's acceptance of the Work or Services.

9.7 Pursuant to Section 9.2, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the CITY and, if so requested, shall be furnished by the CONSULTANT to the CITY Auditor's satisfaction.

9.8 A contract amendment/change order may be executed by both parties, after Substantial Completion, to incorporate any additional design fees due to the CONSULTANT. The amendment shall be based upon 7% of the additional cost of the work that has been added to the project where the CONSULTANT participated in the design process.

9.9 If the services of the CONSULTANT are changed as described in Section 47.2.1 or 47.2.2, the CONSULTANT'S compensation shall be adjusted. Such adjustment shall be computed as a fixed fee on a task-by-task basis, or, in the discretion of the CITY, in an otherwise equitable manner. Adjustments to the CONSULTANT'S compensation may be approved by the Facilities Management Director, providing the compensation adjustment does not exceed the amount specified in the applicable CSA or CPO.

9.10 Forty (40) calendar days shall be allowed for the CITY's inspection and approval of the goods and services for which any invoice has been submitted.

9.11 No deduction shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

9.12 If any work designed or specified by the CONSULTANT during any phase of service is abandoned or suspended in whole or in part, the CONSULTANT is to be paid for the service performed on account of it prior to receipt of written notice from the CITY of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.0 **Reimbursable Expense**

10.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices or other documentation acceptable to the CITY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement.

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Consultant Services Authorization, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Osceola County)

10.3 Mileage shall be reimbursed in accordance with Section 112.061, Florida Statutes, for pre-approved out-of-county travel (excluding travel from home offices located outside of Osceola County to the Osceola County line).

10.4 Reimbursable Expenses, including sub-consultants, shall be reimbursed at cost.

10.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes.

10.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the CITY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the City of Kissimmee Public Works and Engineering Division offices upon demand termination of the Agreement or the conclusion of the project, whichever occurs first.

10.7 The CITY shall reimburse the CONSULTANT for any documents required over and above the number specified in this Agreement per the City's Reimbursable Schedule that is attached hereto as **Exhibit "C"**.

11.0 **Project Team**

11.1 The Project Team, including the CITY'S Designated Representative and the CONSULTANT's Designated Representative, shall be as specified in the applicable CSA or CPO.

11.2 The Commission (the "Board") hereby authorizes the CITY'S Designated Representative to act as the Board's agent and execute documents associated with a particular project. Examples of these documents are Notices of Commencements, Certificates of Substantial and Final Completion and permits from applicable agencies.

11.3 The persons or entities, in addition to the CITY'S Designated Representative, who have rights to review the CONSULTANT'S submittals to the CITY, shall be as specified in the applicable CSA or CPO.

11.4 The CITY'S other consultants and the CONSULTANT'S sub-consultants or any other person or entity retained at the CONSULTANT's expense shall be as specified in the applicable CSA or CPO.

12.0 Consultant's Standard of Care

12.1 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall submit for the CITY'S approval a schedule for the performance of the CONSULTANT'S services which initially shall be consistent with the time periods established in the applicable CSA or CPO and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the CITY'S review, for the performance of the CITY'S consultants, and for approval of submissions by authorities having jurisdiction over the Project. The CONSULTANT or CITY shall not, except for reasonable cause, exceed time limits established by this schedule approved by the CITY.

12.2 The CONSULTANT'S Designated Representative, identified in the applicable CSA or CPO, shall be authorized to act on the CONSULTANT'S behalf with Respect to the Project.

12.3 The CONSULTANT shall maintain the confidentiality of information specifically designated as confidential by the CITY, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. The CONSULTANT shall require of the CONSULTANT'S consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the CITY.

12.4 Except with the CITY'S knowledge and prior express written consent, the CONSULTANT shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the CONSULTANT'S

professional judgment with respect to the Project.

12.5 The CONSULTANT shall review laws, codes and regulations applicable to the CONSULTANT'S services. The CONSULTANT shall design the Project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project.

12.6 The CONSULTANT shall be entitled to rely on the accuracy and completeness of services and information furnished by the CITY. The CONSULTANT shall provide prompt written notice to the CITY if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information.

12.7 The CONSULTANT has represented to the CITY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

12.8 The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

12.9 The CONSULTANT shall, at no additional cost to CITY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

12.10 The CONSULTANT shall use skilled and competent personnel to perform the services.

13.0 **Insurance**

13.1 General Provisions

13.1.1 The CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the CITY with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY .

13.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of the

CITY. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

13.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the CITY.

13.1.4 Any failure by the CONSULTANT to comply with the requirements of this section to provide insurance, the CITY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance;

13.1.5 The CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

13.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

13.1.7 All CONSULTANT's sub-consultants shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

13.1.8 In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the CITY for any claim in excess of the sub-consultants' insurance coverage.

13.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

13.2 Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

13.3 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

13.3.1 Premises and Operations:
Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

13.3.2 Independent Contractors:
Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

13.4 Professional Liability Insurance. $2,000,000 for design errors and omissions, exclusive of defense costs. The CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CITY Director of Risk Management and Insurance. The CITY may require the CONSULTANT to provide a higher level of coverage for a specific Project and time frame.

13.5 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each Project if required and agreed to under the applicable CSA or CPO for the Project.

13.6 Worker's Compensation. CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

13.7 Employers' Liability. $1,000,000.

14.0 **Indemnification**

14.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CITY and the CONSULTANT agree to allocate such liabilities in accordance with this Section 14.0.

14.2 Indemnification.

14.2.1 The CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the CITY) protect and hold the CITY, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs during negotiation, through litigation and all appeals therefrom), and including, without limitation, any liability or loss resulting from judgments or claims for personal injury, including death, or damage to any property whatsoever, which directly or indirectly result from or arise in connection with (i) the failure of the CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by the CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the CONSULTANT's performance

of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct of the CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that the CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's sole negligence.

14.2.2 The CITY's review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2.3 The CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of sub-consultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

14.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 14.0 shall survive as if the Agreement were in full force and effect.

15.0 Independent Contractor

15.1 The CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

15.2 The CITY shall have no right to supervise the methods used, but the CITY shall have the right to observe such performance.

15.3 The CONSULTANT shall work closely with the CITY in performing Services under this Agreement.

15.4 The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

15.5 The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16.0 Authority to Practice

16.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

17.0 **Compliance with Laws**

17.1 In performance of the Services, the CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

18.0 **Subcontracting**

18.1 The CITY reserves the right to accept the use of any proposed subcontractor or sub-consultant of the CONSULTANT (for purposes of this Section 18.0 referred to as a "subcontractor"), or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

18.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

19.0 **Federal and State Taxes**

19.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

20.0 **Public Entity Crimes**

20.1 The CONSULTANT understands and acknowledges that this Agreement with the CITY will be void, in the event the conditions under Section 287.133, Florida Statutes apply to the CONSULTANT, relating to conviction for a public entity crime.

21.0 **CITY's Responsibilities**

21.1 The CITY shall be responsible for providing access to all CITY project sites, and providing information in the CITY's possession that may reasonably be required by CONSULTANT, including existing reports, studies, financial information, and other required data that are available in the files of the CITY.

22.0 **Termination of Agreement**

22.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

22.2 This Agreement may be terminated by the CITY with or without cause immediately upon receipt of seven (7) days' written notice to the CONSULTANT.

22.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction

through the date of termination.

22.4 After receipt of written notice of termination of this Agreement, and except as otherwise directed by the CITY, the CONSULTANT shall:

22.4.1 Stop work on the date and to the extent specified.

22.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

22.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

22.4.4 Continue and complete all parts of the work that have not been terminated.

22.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

23.0 Uncontrollable Forces (Force Majeure)

23.1 Neither the CITY nor the CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

23.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

24.0 **Governing Law and Venue**

24.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Osceola County.

25.0 **Non-Discrimination**

25.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

26.0 **Waiver**

26.1 A waiver by either the CITY or the CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

27.0 **Severability**

27.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

27.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

27.3 The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

27.4 The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

28.0 **Entirety of Agreement**

28.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the parties other than those stated herein.

28.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the CONSULTANT pertaining to the Services, whether written or oral.

29.0 **Modification**

29.1 This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the CITY and the CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both Parties.

30.0 **Successors and Assigns**

30.1 The CITY and the CONSULTANT each binds itself and its partners, successors, assigns, executors, administrators and legal representatives to the other Party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

30.2 The CONSULTANT shall not assign this Agreement without the express written approval of the CITY by executed amendment, which approval may be withheld in the CITY's sole and absolute discretion.

30.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the City of Kissimmee Commission by executed amendment.

31.0 **Contingent Fees**

31.1 The 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 bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32.0 **Truth-In-Negotiation Certificate**

32.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

32.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate,

incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this Certificate within one (1) year following payment.

33.0 **Ownership of Documents**

33.1 The CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Upon receipt of payment for approved services rendered, any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY. The CONSULTANT is not liable for any damages, injury or costs associated with the CITY's use or distribution of these documents for purposes other than those originally intended by the CONSULTANT.

34.0 **Access and Audits**

34.1 The CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

34.2 Misrepresentations of billable time or Reimbursable Expenses as determined by the City Auditor to the Commission shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

34.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

34.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

35.0 **Notice**

35.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to City: **City of Kissimmee**
Public Works & Engineering Department
Facilities Management Division

101 Church Street
Kissimmee, FL 34741
Attn: Purchasing Director

As to Consultant: **The Lunz Group**
58 Lake Morton Drive
Lakeland, FL 33801

35.2 Notices shall be effective when received at the addresses specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

35.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the CONSULTANT and the CITY.

36.0 **Service of Process**

As to City: City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

As to Consultant: **THE LUNZ GROUP**
58 Lake Morton Drive
Lakeland, FL 33801

37.0 **Key Personnel**

37.1 The CONSULTANT shall notify the CITY in the event of key personnel changes which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to any such changes. The CONSULTANT, at the CITY's request, shall remove without consequence to the CITY any subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. The CITY has the right to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name:

Name:

38.0. **Annual Appropriations**

38.1 The CONSULTANT acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

39.0 **Intentionally Deleted**

40.0 **Unauthorized Alien(s)**

40.1 The CONSULTANT shall not employ or utilize unauthorized aliens in the performance of the Services. The CITY shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the CITY. The Form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the CONSULTANT and submitted as part of this Agreement.

40.2 To verify employee eligibility, the CONSULTANT may avail itself of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

41.0 **Limitation of Liability**

IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

42.0 **Default and Remedy**

42.1 If the CONSULTANT materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CONSULTANT receives written notice of the default from the CITY, then the CITY shall have the right to (i) immediately terminate this Agreement by delivering written notice to the CONSULTANT, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the CITY materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the CITY receives written notice of the default from the CONSULTANT, then the CONSULTANT shall have the right to immediately terminate this Agreement by delivering written notice to the CITY. Upon any such termination, the CITY shall pay the CONSULTANT the full amount due and owing for all Services performed through the date of Agreement termination.

43.0 Attorneys' Fees and Costs

43.1 Except as stated in Section 14.2.1, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

44.0 Public Records Law

44.1 CONSULTANT 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.

44.2 CONSULTANT shall keep and maintain public records required to perform the services contemplated by this Agreement, in accordance with Chapter 119, Florida Statutes "Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

44.3 CONSULTANT 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 contract term and following completion of the contract if the Construction Manager does not transfer the records to the CITY.

44.4 Questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT's duty to provide public records relating to this Agreement, shall be directed to the CITY's Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

45.0 **Americans with Disabilities Act**

45.1 The CONSULTANT shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), but CITY shall be responsible for compliance with the remaining provisions of the Americans with Disabilities Act ("ADA"). CITY and CONSULTANT further recognize that interpretations of ADA by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the CONSULTANT to make the required modifications, such modifications shall be considered as Contingent Additional Services. Further, CITY acknowledges, that the ADA, including ADAAG, is a new law presenting numerous difficult interpretation issues. Accordingly, the CONSULTANT shall only be liable for gross negligence in connection with any allegation that its design does not properly comply with ADAAG.

46.0 **Additional Definitions**

46.1 **Contract Documents** means this Agreement, any CSA or CPO issued hereunder, the CITY'S contract with the Contractor, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

46.2 **Cost of the Work** shall be the total cost or, to the extent the Project is not completed, the estimated cost to the CITY of all elements of the Project designed or specified by the CONSULTANT.

46.2.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the CITY and equipment designed, specified, selected or specially provided for by the CONSULTANT, including the costs of management or supervision of construction or installation provided by a separate construction manager or CONSULTANT.

46.2.2 The Cost of the Work does not include the compensation of the CONSULTANT and the CONSULTANT'S sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the CITY.

46.3 **Final Completion** means that the following items have been completed or satisfied:

46.3.1 Construction of the Project is completed, in accordance with the contract documents and certified as such by the CITY and CONSULTANT.

46.3.2 The Project is suitable for full use and occupancy as determined by the CITY and CONSULTANT.

46.3.3 All Punchlist items have been completed or otherwise disposed of or accounted for to the CITY'S satisfaction and approval.

46.3.4 A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

46.3.5 All required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the CITY.

46.4 **Punch list** means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

46.5 **Schedule of Values** means the schedule to be used as a basis for progress payments to be made to the Contractor by the CITY during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the CONSULTANT.

46.6 **Substantial Completion** means the Contractor has ascertained that the work or portions thereof is ready for the CITY and CONSULTANT substantial completion inspection. It is understood that the Construction Manager will provide a list of incomplete items to the CITY and CONSULTANT prior to this inspection. After the CITY'S and CONSULTANT's inspection, the Contractor will prepare a schedule for a completion of the list, indicating completion dates for the CITY'S review. The CITY and CONSULTANT will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

46.7 **Substantial Completion Date** means the date, certified by the CONSULTANT, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the CITY can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

47.0 Additional Terms and Conditions

47.1 INSTRUMENTS OF SERVICE

47.1.1 Drawings, specifications and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT'S sub-consultants are Instruments of Service for use solely with respect to this Project. The CONSULTANT and the CONSULTANT'S sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

47.1.2 Upon execution of this Agreement, the CONSULTANT grants to the CITY a nonexclusive license to reproduce the CONSULTANT'S Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the CITY shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The CONSULTANT shall obtain similar nonexclusive licenses from the CONSULTANT'S sub-consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the CITY shall refrain from making further reproductions of Instrument of Service. If and upon the date the CONSULTANT is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the CITY to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The CITY shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the CONSULTANT. However, the CITY shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the CONSULTANT and the CONSULTANT'S sub-consultants. The CITY agrees to pay the CONSULTANT a reasonable, mutually agreed upon amount for any reuse of the designs, drawings or specifications beyond this Agreement. The CITY shall not be responsible to pay the CONSULTANT for the use of the designs, drawings or specifications when used for reference purposes only.

47.1.4 If the CONSULTANT is required to deliver any services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the CONSULTANT shall be the official records of the CONSULTANT'S service provided upon completion of the services and payment in full. The CITY shall have a right to rely on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the CONSULTANT harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of the CITY without the CONSULTANT'S consent. Under no

circumstances shall transfer of drawings and other instruments of service on electronic media for use by the CITY, be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties of merchantability or fitness for a particular purpose.

47.2 CHANGE IN SERVICES

47.2.1 Change in Services of the CONSULTANT, including services required of the CONSULTANT'S sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the CONSULTANT'S control, or if the CONSULTANT'S services are affected as described in Section 47.2B-2. In the absence of mutual agreement in writing, the CONSULTANT shall notify the CITY prior to providing such services. If the CITY deems that all or part of such Change in Services is not required, the CITY shall give prompt written notice to the CONSULTANT, and the CONSULTANT shall have no obligation to provide those services. Except for a change due to fault of the CONSULTANT, Change in Services of the CONSULTANT shall entitle the CONSULTANT to an adjustment in compensation pursuant to Section 9.8, and to any Reimbursable Expenses described in Section 10.0.

47.2.2 If any of the following circumstances affect the CONSULTANT'S services for the Project, the CONSULTANT shall be entitled to an appropriate adjustment in the CONSULTANT'S schedule and compensation:

47.2.2.1 Change in the instructions or approvals given by the CITY that constitute material changes to the Project parameters set forth above and which necessitate revisions in Instruments of Service;

47.2.2.2 Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service;

47.2.2.3 Significant change in the Project including, but not limited to, size, quality, complexity, the CITY'S schedule or budget, or procurement method;

47.2.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the CONSULTANT is party thereto.

47.3 ACCELERATED COMPLETION OF DESIGN PACKAGES. In order to minimize construction problems and change orders, the CONSULTANT's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, CITY may choose to accelerate the completion of the Project so that it may be

completed in a shorter time period than would normally be required. Should the CITY choose to make this selection, it shall not be considered Fast Track, or in any way relieve the CONSULTANT of its responsibilities and obligations set forth herein.

47.4 PURSUANT TO FLORIDA STATUTES SECTION §558.0035 (2013), AN INDIVIDUAL EMPLOYEE OR AGENT OF THE LUNZ GROUP (ARCHITECT) MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES' SIGNATURES.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Attest:

Linda Hansell
CITY CLERK

By: Linda S. Hansell
City Clerk

CITY OF KISSIMMEE,
a Municipal Corporation of the
State of Florida

By: Olga Gonzalez
Mayor
City of Kissimmee Commission

Date Approved by Commission: 02/20/2024

Reviewed as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney's Office Date

CONSULTANT

Attest:

Corporate Secretary

By:

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 8th day of JANUARY, 2024, by means of ☑ physical presence or ☐ online notarization, by Bradley T. Lunz, AIA, LEED AP, GGP as President for The Lunz Group, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary:
Print Name: EDEN F. KONISHI
My Commission Expires: 05·26·2025

EDEN F. KONISHI
Notary Public-State of Florida
Commission # HH 134890
My Commission Expires
May 26, 2025

EXHIBIT "A"

HOURLY RATE SCHEDULE

THE LUNZ GROUP
Architecture | Interior Design

P. 863.682.1882
F. 863.687.6346

58 Lake Morton Drive
Lakeland, FL 33801 -5344

www.lunz.com
LIC: AR94778

CURRENT SCHEDULE OF FEES FOR PER DIEM SERVICES

DISCIPLINE	RATE/HOUR
Architect Principal	$225.00
Staff Architect	$175.00
Interior Designer	$135.00
Project Manager	$159.00
Senior Technical	$125.00
Junior Technical	$75.00
Clerical	$50.00

EXHIBIT "B"

SCOPE OF SERVICES

In accordance with Sections 2.3 and 8.1 of the Agreement, in addition to any other Services described in the Agreement, the RFQ, and the CONSULTANT's responsive proposal thereto, the CONSULTANT may also be authorized to perform any or all of those services set forth and further described below. In the event the CITY requests the CONSULTANT to furnish and perform any of the services listed and described in this Exhibit "B", those services shall be listed and incorporated in the applicable CSA or CPO issued for a particular Project.

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including:

1.1.1. Project Decision Structure
1.1.2. Project Directory
1.1.3. Consultation
1.1.4. Research
1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by CONSULTANT during the Design phases of the project)
1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of:

1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
1.2.2. Review and checking of documents prepared for the Project by the CONSULTANT and the CONSULTANT's Consultants.

1.3. Agency Consulting/Review/Approval services, including:

1.3.1. Agency consultants
  1.3.1.1. City agencies
  1.3.1.2. Regional agencies
  1.3.1.3. State agencies
1.3.2. Research of critical applicable regulations.
1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the CONSULTANT's services throughout the design of the project. Key decision-making points will be identified on this schedule.

1.6. Presentation services consisting of presentations and recommendations by the CONSULTANT to the following client representatives:

1.6.1. City of Kissimmee Commission
1.6.2. Executive Task Force
1.6.3. User group(s)
1.6.4. Construction Manager

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/DATA COLLECTION

2.1. Space Needs Assessments

2.1.1. Macro Level Space Requirements Analysis
2.1.2. Macro Level Adjacency Requirements
2.1.3. Parking Analysis

2.2. Analysis of the site and its surroundings to include the following**:**

2.2.1. Land Utilization
2.2.2. Building locations
2.2.3. Utility Systems
2.2.4. Surface and subsurface conditions (By Owner)
2.2.5. Vegetation (By Owner)
2.2.6. Survey (By Owner)
2.2.7. Land Use Restrictions
2.2.8. Historical analysis
2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

3.1.1. Functional Requirements Analysis
3.1.2. Interior Development Guidelines
3.1.3. Space Standards
3.1.4. Preliminary Program Space Estimates
3.1.5. Space and Equipment Program

3.1.6. Special Building System Requirements
3.1.7. Micro-Adjacency Requirements
3.1.8. Prepare Final Draft Program
3.1.9. Prepare Final Program Report

4. MASTER PLANNING

4.1 Prepare three different conceptual approaches for housing the space and parking requirements validated in the Needs Assessment. Include the following information, at a minimum:

4.1.1 Existing facility renovation recommendations
4.1.2 Site development planning issues (land utilization, pedestrian and vehicular circulation, parking, areas for expansion, stormwater retention/detention and landscape forms)
4.1.3 Architectural concepts. The architectural concepts will include blocking and stacking diagrams, massing studies and character sketches.

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:
5.1.1.1. Conceptual Planning/Massing Options
5.1.1.2. Final Conceptual Site and Building Plans
5.1.1.3. Preliminary Sections and Elevations
5.1.1.4. Preliminary Selection of Building Systems and Materials
5.1.1.5. Development of Approximate Dimensions, Areas and Volumes
5.1.1.6. Perspective sketch – eye level
5.1.1.7. Study model

5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
5.1.2.1. Plans, sections and elevations
5.1.2.2. Typical construction details
5.1.2.3. Three-dimensional sketch
5.1.2.4. Study model
5.1.2.5. Final materials selection
5.1.2.6. Equipment layouts

5.1.3. During the Contract Documents phase consisting of preparation of Drawings and Specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
- 5.2.1.1. A structural system
- 5.2.1.2. Alternate structural systems, if required

5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:
- 5.2.2.1. Basic structural system and dimensions
- 5.2.2.2. Final structural design criteria
- 5.2.2.3. Foundation design criteria
- 5.2.2.4. Preliminary sizing of major structural components
- 5.2.2.5. Critical coordination clearances

5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
- 5.3.1.1. Energy source(s)
- 5.3.1.2. Energy conservation and controls system concepts
- 5.3.1.3. Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)
- 5.3.1.4. Air conditioning (systems selections and conceptual sizing and configuration analysis.)
- 5.3.1.5. Plumbing
- 5.3.1.6. Fire protection
- 5.3.1.7. General space requirements

5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:
- 5.3.2.1. Approximate equipment sizes and capacities
- 5.3.2.2. Preliminary equipment layouts
- 5.3.2.3. Required space for equipment
- 5.3.2.4. Required chases and clearances
- 5.3.2.5. Acoustical and vibration control
- 5.3.2.6. Visual impacts

5.3.2.7. Energy conservation measures

5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:
- 5.4.1.1. Power service and distribution
- 5.4.1.2. Lighting
- 5.4.1.3. Communication and data outlet location systems
- 5.4.1.4. Fire detection and alarms
- 5.4.1.5. General space requirements
- 5.4.1.6. Audio/Visual systems

5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:
- 5.4.2.1. Criteria for lighting, electrical and communications systems
- 5.4.2.2. Approximate sizes and capacities of major components
- 5.4.2.3. Preliminary equipment layouts
- 5.4.2.4. Required space for equipment
- 5.4.2.5. Required chases and clearances

5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
- 5.5.1.1. On-site utility systems
- 5.5.1.2. Fire protection systems
- 5.5.1.3. Drainage systems
- 5.5.1.4. Paving

5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.

5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.

5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. City shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.

5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.

5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:
5.7.1.1.Types and qualities of finishes and materials for furniture, furnishings, and equipment.

5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:
5.7.2.1. Interior construction of the Project
5.7.2.2. Special interior design features
5.7.2.3.Space planning
5.7.2.4. Materials, finishes and colors
5.7.2.5. Furniture and equipment layouts

5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

5.8. Environmental Graphic Design Services: The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.

5.8.1. Design Development:
- 5.8.1.1. Consider design approaches; determine elements needed for identity, information and wayfinding.
- 5.8.1.2. Begin development of sign prototypes.
- 5.8.1.3. Develop preliminary location plans.

5.8.2. Construction document preparation.
5.8.3. Construction observation and submittal review.
5.8.4. Interior sign types to include:
- 5.8.4.1. Primary room ID (changeable name inserts in some locations).
- 5.8.4.2. Restroom ID.
- 5.8.4.3. Stairway ID and stairway level ID.
- 5.8.4.4. Building Code required ID.
- 5.8.4.5. Fire exit plan.
- 5.8.4.6. Building directories.

5.8.5. Exterior sign types include:
- 5.8.5.1. Main entrance identification.
- 5.8.5.2. Vehicular directional.
- 5.8.5.3. Regulatory / Warning identification.
- 5.8.5.4. Parking areas; handicap parking, authorized vehicles, visitor parking, etc.

5.8.6. Donor Recognition / Dedication Plaques – Prepare conceptual designs illustrating a graphic solution to recognize a significant donor for the facility.

5.9. Materials Research/Specifications:

5.9.1. During the Schematic Design phase consisting of:
- 5.9.1.1. Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
- 5.9.1.2. Investigation of availability and suitability of alternative materials, systems and equipment.

5.9.2. During the Design Development phase consisting of activities by in-house personnel in:
- 5.9.2.1. Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.
- 5.9.2.2. Coordination of similar activities of other disciplines.

5.9.2.3. Production of design manual including design criteria and outline specifications or material lists.

5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:

5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager.

5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).

5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.9.3.4. Coordination of the development of Specifications by other disciplines.

5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.

5.10. At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the Architect/Engineer shall provide the Owner with two (2) sets of drawings and specifications. At the conclusion of Construction Documents one set of reproducibles will also be made available to the City for printing of Bid Documents by the City or the Construction Manager.

6. BIDDING OR NEGOTIATION SERVICES

6.1. **Bidding Materials services** consisting of organizing and handling Bidding Documents for:

6.1.1. Coordination

6.1.2. Reproduction by Owner

6.1.3. Completeness review

6.2. **Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.

6.3. **Bidding/Negotiation services** consisting of:

6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.

6.4. **Analysis of Alternates/Substitutions** consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. CONSTRUCTION ADMINISTRATION

7.1. **Submittal Services** consisting of:

7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.

7.1.2. Distribution of submittals to Construction Manager.

7.1.3. Related communications.

7.2. **Observation services** consisting of periodic visits by the Project Manager or Project CONSULTANT to the site at intervals appropriate to the state of the work or as otherwise agreed by the Owner and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.

7.2.1. Periodic site visits by other staff to observe the progress of the project.

7.3. **Responses to Requests for Information (RFI)**

7.3.1. Responding to requests for clarifications or additional information related to the Contract Documents.

7.4. **Supplemental Documentation services** consisting of:

7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Manager or the Owner.

7.4.2. Providing guidance to the Construction Manager in conjunction with the Owner -relative to changed requirements and schedule revisions.

7.5. **Quotation Requests/Change Orders** consisting of:

7.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.

7.5.2. Review of proposals from Construction Manager for reasonableness of quantities and costs of labor and materials.

7.5.3. Review and recommendations relative to changes in time for Substantial Completion.

7.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.

7.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.

7.5.6. Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7.6. Contract Cost Accounting services consisting of:

7.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.
7.6.2. Evaluation of Applications for Payment and certification thereof.
7.6.3. Review and evaluation of expense data submitted by the Construction Manager for Work under cost-plus-fee arrangements.

7.7. Interpretations and Decisions consisting of:

7.7.1. Review of claims, disputes, or other matters between the Owner and Construction Manager relating to the execution or progress of the Work as provided in the Contract Documents.
7.7.2. Rendering written decisions.

7.8. Project Closeout services initiated upon notice from the Construction Manager that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.

7.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.
7.8.2. Recommendation of the amounts to be withheld until final completion.
7.8.3. Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
7.8.4. Issuance of Certificate(s) of Substantial Completion.
7.8.5. Inspection(s) upon notice by the Construction Manager that the Work is ready for final inspection and acceptance.
7.8.6. Final inspection with the Owner's representative to verify final completion of the Work.
7.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).
7.8.8. Issuance of final Certificate(s) for Payment.
7.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater/ Environmental Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Construction Manager. Services include one final inspection for each certification.

8. POST-CONSTRUCTION SERVICES

8.1. Record Drawing services consisting of:

8.1.1. Making arrangements for obtaining from Construction Manager information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.
8.1.2. Review of general accuracy of information submitted and certified by the Construction Manager.
8.1.3. Preparation of record drawings electronically based on certified information furnished by the Construction Manager.
8.1.4. Transmittal one set of full-size reproducible record drawings and general data, appropriately identified, to the Owner and others as directed. Two copies of all electronic data including CADD drawings on CD.

8.2. Warranty Review consisting of:

8.2.1. Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.
8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager for correction of noted defects.

9. ADDITIONAL SERVICES/EXPENSES (not included in the base fee):

9.1. Owner-Provided Services:

9.1.1. Environmental assessment of site, if necessary.
9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.
9.1.3. Printing of all Contract Documents issued for bidding and construction.
9.1.4. Distribution of Contract Documents to Construction Manager for estimating and bidding purposes.

9.2. Mock-Up Services relating to any space for study during the design phases and consisting of:

9.2.1. Design and documentation for the required mock-up.
9.2.2. Construction administration of mock-up construction activities.
9.2.3. Arrangements for testing performance of mock-up.
9.2.4. Review, analysis and reporting of results.

9.3. Prepare an Inventory of existing furniture and equipment that will be placed in the new facilities.

9.4. Value Engineering – Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain optimum

value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be complete at a stage no later than the completion of schematic design, or may pay a mutually negotiated sum "at the time the services are requested" to CONSULTANT to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur.

9.4.1. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to CONSULTANT for its review and adequate time will be provided for CONSULTANT to respond to these recommendations. CONSULTANT may be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and CONSULTANT. Objections to any recommendations made by the VE shall be stated in writing. Owner agrees that CONSULTANT shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.

9.5. **Commissioning –** The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria. CONSULTANT would prepare this service in conjunction with an independent contractor experienced in such activities.

9.6. **Structural Blast Resistance -** Analysis of building structural systems to resist loads imposed by blast forces on exterior of facility. This would require an additional blast consultant to be obtained.

9.7. **Security Systems:** The Security portion of the project will include the design and documentation of Electronic Security System from Schematic Design through Construction Administration Services. The Electronic Security System will include intrusion detection, access control, electronic door control and monitoring, operational intercom, fixed duress alarms, monitoring and control panels, CCVE systems, control room layouts, rough-ins for x-ray screening/magnetometer at entry lobby, and parcel screening. As part of the overall security plan CONSULTANT will provide a site analysis to determine passive security measures to be incorporated for the facility. Deliverables for the above scope for each task are as listed below.

9.7.1. **Schematic Design (SDs):** CONSULTANT will provide a written security narrative describing the Electronic Security System, reflecting the design approach based on program requirements. In addition, CONSULTANT will provide two people for a one day on site Security Workshop to validate the security program and establish the design intent.

9.7.2. **Design Development (DDs):** CONSULTANT will provide job specific draft specifications of the Electronic Security System including plans indicating device locations, and outline specifications, and equipment selections reflecting design approach. CONSULTANT will provide one person for 1

day to attend an on-site design review with the Owner and Design Team members to review the Electronic Security System Design Development documents.

9.7.3. **Construction Documents (CDs):** Upon completion of this review, CONSULTANT will provide completed biddable documents including plans, details, schedules, riser diagrams, and specifications required to fully document the Electronic Security System. In addition, CONSULTANT will provide, at the completion of the Construction Documents phase, two (2) copies of a Design Information Manual (DIM) outlining major equipment selections utilized as the basis of design for the Electronic Security Systems. CONSULTANT will conduct mid-point design review with Owner and Design Team members to review the Electronic Security Construction Documents.

9.7.4. **Bidding:** CONSULTANT will review all questions related to the Electronic Security System submitted, and provide answers in written addendum as required.

9.7.5. **Construction Administration (CA):** CONSULTANT will provide one person for four, one day intermediate site visits during construction. In addition, upon written notification of substantial completion CONSULTANT will provide two persons for one day (16 hours total) to review and test the Electronic Security System.

9.7.5.1. Included in this phase of work is the review of security shop drawing submittals and written responses to security RFI from the contractor.

9.7.5.2. Deliverable for this phase of work will include a written field report for the intermediate site visits, and a final report and punch list of the site visit made following written notice of substantial completion.

9.7.6. **Expanded Security System Design -** The following systems and services can be provided in addition to the Electronic Security Design defined in previous sections:

9.7.6.1. Assistance Stations
9.7.6.2. Parking Area Equipment (cameras, card access control)
9.7.6.3. Wireless Duress
9.7.6.4. Hydraulic Barriers
9.7.6.5. Biometrics
9.7.6.6. Perimeter protection systems
9.7.6.7. Post Construction Services: CONSULTANT will provide two people for one day (16 hours total) to conduct a pre-warranty expiration review of the electronic security system. The review will focus on inspection of equipment, operational functions, defects or deficiencies within the system and will be documented in report form and issued to the owner.

EXHIBIT C

SCHEDULE OF REIMBURSABLES

1. Reproduction Cost

A.	Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet	
8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet	
8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet	
8 ½ x 14 (color)	$ 0.30/page	$ 0.40/sheet	
11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet	
11 x 17 (color)	$ 0.40/page	$ 0.50/sheet	
9 ½ x 24 Single Side Only	$ 1.00/page		
17 x 22 Single Side Only	$ 2.00/page		
18 x 24 Single Side Only	$ 2.00/page		
24 x 36 Single Side Only	$ 3.00/page		
30 x 30 Single Side Only	$ 5.00/page		
32 x 34 Single Side Only	$ 5.00/page		
Other sizes-per square inch	$ 0.03/page		
Compact Digital Disk	$ 6.00/disk		
B. Blueprint Copy		$10.00/page	

2. Subcontractor Services — Actual Costs

3. Special Consultants — Actual costs

4. Telecommunications
   - A. Local — Non-reimbursable
   - B. Non-Local — Actual Costs

5. Computer Services — Non-reimbursable

6. Travel Expenses — In accordance with Chapter 112.061, F.S.; and further defined in the City of Kissimmee Employee Handbook

7. Postage, Fed Express, UPS — Actual Costs

8. Pre-approved Equipment (includes purchase and rental of equipment used in project) Actual Costs

EXHIBIT D

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP2023-006 PROJECT NAME: Architectural and Engineering Services

THE CITY OF KISSIMMEE, a MUNICIPAL CORPRATION OF THE STATE OF FLORIDA (CITY), 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.**

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

Attest:

Corporate Secretary

CONSULTANT

By: _____

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 8th day of JANUARY, 2024, by means of ☑ physical presence or ☐ online notarization, by Bradley T. Lunz, AIA, LEED AP, GGP as President for The Lunz Group, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

EDEN F. KONISHI
Notary Public-State of Florida
Commission # HH 134890
My Commission Expires
May 26, 2025

Notary: _____
Print Name: EDEN F. KONISHI
My Commission Expires: 05.26.2025

ITEM 7.L
Federal Aviation Administration Airport Grant Offer for Tower Design

Request

Approval to accept an Federal Aviation Administration (FAA) Bipartisan Infrastructure Law (BIL) – Federal Contract Tower (FCT) Grant of $1,000,000 to develop the design and VISTA Report Study for a new Federal Contract Control Tower at the Kissimmee Gateway Airport. Grant Master No. ATCTDesign.

Explanation

The purpose of this Grant is to design a new Federal Contract Control Tower to be constructed at the Kissimmee Gateway Airport. The current Air Traffic Control Tower (ATCT) was constructed in 1996 and the airport has experienced significant growth since that time. The current tower does not meet the FAA's current visual performance criteria, which recommends doubling the height to provide better views.

The funding will also include a Virtual Immersive Siting Tower Assessment (VISTA) Study. The purpose of the study is to select a recommended site and height of the new ATCT. This will be accomplished by preparing a Safety Risk Management Document (SRMD) for a new ATCT and to acquire FAA signature approvals for the recommended ATCT site and height.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47000331-331410 47070106-506393	NA NA	Increase Increase	1,000,000 1,000,000	

Financial Summary:

The amount of the (BIL-FCT) Grant is $1,000,000.00 FAA No. 3-12-0038-045-2024. This grant is 100% Federally funded requiring no local match.

Recommendation

Approval to accept an FAA Bipartisan Infrastructure Law (BIL) – Federal Contract Tower (FCT) Grant of $1,000,000 to develop the design and VISTA Report Study for a new Federal Contract Control Tower at the Kissimmee Gateway Airport. Grant Master No. ATCTDesign.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Airport
Presenter:

Attachment(s):
1. (S) FAA Grant Agreement-3-12-0038-045-2024

U.S. Department of Transportation Federal Aviation Administration

Orlando Airports District Office:
8427 South Park Circle, Suite 524
Orlando, FL 32819

July 26, 2024

Mr. Shaun J. Germolus, A.A.E.
Director of Aviation
City of Kissimmee
401 Dyer Blvd.
Kissimmee, Florida 34741

Dear Mr. Germolus:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) – Federal Contract Tower (FCT) Project No. 3-12-0038-045-2024 at Kissimmee Gateway Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 16, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project

expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. William Farris, (407) 487-7232, bill.farris@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Juan C. Brown (Jul 26, 2024 08:52 EDT)

Juan C. Brown
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2024 FAA CONTRACT TOWER PROGRAM GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	July 26, 2024
Airport/Planning Area	Kissimmee Gateway Airport
FAA Contract Tower Program Grant Number	3-12-0038-045-2024
Unique Entity Identifier	LBMLAVYLN7M5

TO: City of Kissimmee

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 13, 2024, for a grant of Federal funds for a project at or associated with the Kissimmee Gateway Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Kissimmee Gateway Airport (herein called the "Project") consisting of the following:

Reconstruct Federal Contract Tower (FCT) – Design Only (Tasks 1, 2, 10, and 11)

which is more fully described in the Project Application submitted in response to the Notice of Funding Opportunity (NOFO) published on November 1, 2023.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58, Division J, Title VIII) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the

accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (100) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,000,000.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $1,000,000 for airport development; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. All project costs must be incurred after the grant execution date unless specifically permitted under 49 U.S.C. § 47110(c). Certain airport development costs incurred before execution of the grant agreement, but after November 15, 2021, are allowable only if certain conditions under 49 U.S.C. § 47110(c) are met.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination:

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.**

   a. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary's policies and procedures.

   b. The Sponsor agrees to post-award performance and project evaluation requirements by the FAA/DOT/Federal government or its agents as specified in the NOFO.

   c. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage.

   d. The Sponsor also agrees to comply with the Grant Assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 16, 2024, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination

of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this Grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel

or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the - Responsibility/Qualification records in the Federal Awardee Performance and Integrity information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or

ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –

a) Associated with performance under this Grant; or

b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –

i. Associated with performance under this Grant; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.

2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or

ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":
    i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    ii. Includes:
        a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
        b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport Sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 22, 2023, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**
    a. Prohibition of Reprisals
        1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
            i. Gross mismanagement of a Federal grant;
            ii. Gross waste of Federal funds;
            iii. An abuse of authority relating to implementation or use of Federal funds;
            iv. A substantial and specific danger to public health or safety; or
            v. A violation of law, rule, or regulation related to a Federal grant.
        2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
            i. A member of Congress or a representative of a committee of Congress;
            ii. An Inspector General;
            iii. The Government Accountability Office;
            iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
            v. A court or grand jury;

vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements

will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Juan C. Brown (Jul 26, 2024 08:52 EDT)

(Signature)

Juan C. Brown

(Typed Name)

Manager

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of Kissimmee
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated this day of

By:

(Signature of State's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

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

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

   Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Kissimmee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for BIL projects as of June 13, 2024.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

ITEM 7.M
Approval to apply for the Urban and Community Forestry Capacity Grant

Request

Approval to apply for the Urban and Community Forestry Capacity Grant funded by the Florida Department of Agriculture and Consumer Services and allow the City Manager to sign any documents related to the application and award process.

Explanation

The Parks and Recreation Department would like to apply for the Urban and Community Forestry Capacity Grant offered by the Florida Department of Agriculture and Consumer Services (FDACS) which assists local government entities in promoting better urban forest management. This grant will assist with the implementation of a tree inventory project. This effort will enable the City to develop a comprehensive tree inventory, providing detailed information on tree location, characteristics and assessments of potentially hazardous trees. The assessment will cover all city owned and controlled property.

The Parks and Recreation Department is confident that the City will score in the top ranking and with a high probability of receiving the grant. The total project cost is $100,000, and we are applying for a $50,000 grant with a City match of $50,000. Adequate funds are available in the General Fund budget to cover the match in FY2024-25. If/when awarded, the department will move funds to cover the match with Commission approval.

Recommendation

Approval to apply for the Urban and Community Forestry Capacity Grant funded by the Florida Department of Agriculture and Consumer Services and allow the City Manager to sign any documents related to the application and award process.

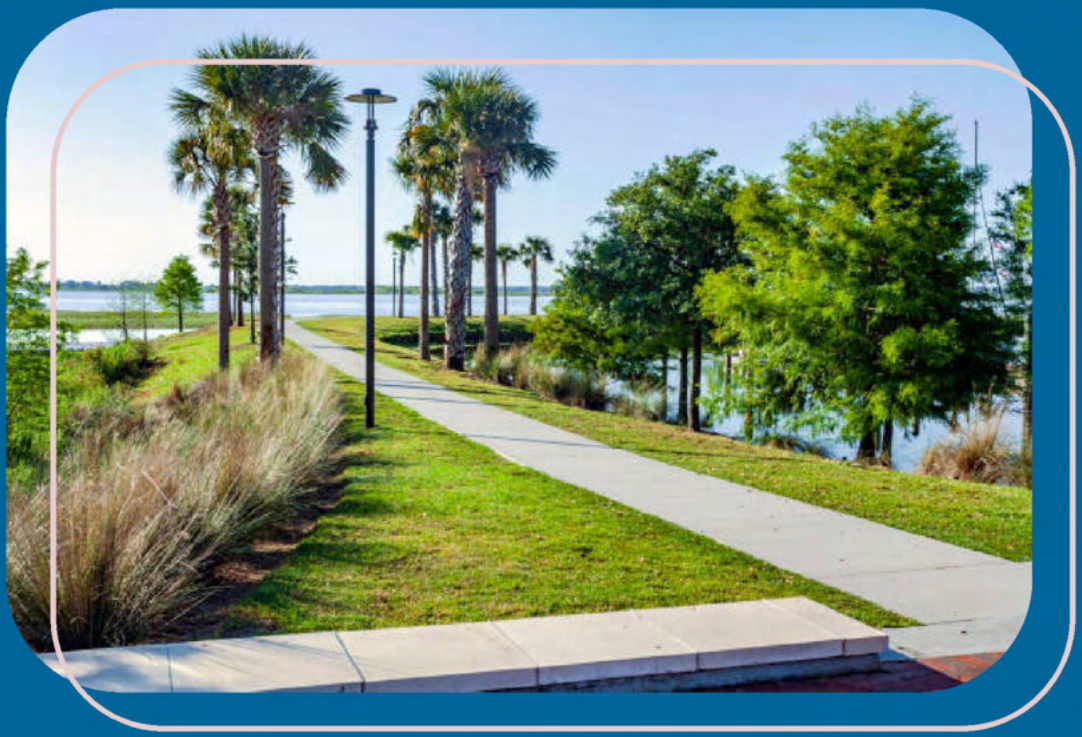
REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

Attachment(s):
1. 2024 UCF Capacity Application - Kissimmee FINAL
2. UCFCG

CITY OF
KISSIMMEE
1883



Tree Inventory

Florida Department of Agriculture and Consumer Services
Urban and Community Forestry Capacity Grant Program
23-DG-11083112-001

OFFICE OF THE CITY MANAGER
101 CHURCH STREET, SUITE 500 - KISSIMMEE, FLORIDA 34741 - 407.518.2300

July 15, 2024

Florida Department of Agriculture and Consumer Services
Division of Administration
600 S. Calhoun St.
Tallahassee, FL 32399

RE: City of Kissimmee - Urban and Community Forestry Capacity Grant Program

Dear Grant Program Manager,

The City of Kissimmee is pleased to submit an Urban and Community Forestry Capacity Grant Program application for financial assistance to implement the Tree Inventory Project. This effort will enable the City to develop a comprehensive tree inventory, providing detailed information on tree locations, characteristics, and assessments of potentially hazardous trees. The assessment will cover City-owned and controlled property. The City is committed to meeting all grant requirements, including the 100% local cost share.

Steve Lackey, Director, Parks & Recreation, will serve as the grant project contact. Mr. Lackey's phone number is (407) 518-2342, and his email is STEVE.LACKEY@kissimmee.gov. If you have any questions or require further assistance, please do not hesitate to contact me directly. I can be reached at (407) 847-2821 or mike.steigerwald@kissimmee.gov.

Thank you for considering the City's proposal.

Sincerely,

Mike Steigerwald
City Manager

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE SUBAWARD

2 CFR 200

Instructions for Application Packet
*Each field of the application must be completed.
*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Amount of funds requested for this project - List the total amount of funds required to complete the scope of work.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.
4. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
5. Subrecipient Registered in SAM - All applicants must be registered in the System of Award Management (SAM) to obtain federal financial assistance. Individuals are not required to register in SAM.
6. Street Address - Record the street address as recognized by the U.S. Postal Service. Do not record a P.O. Box.
7. City - Record the City.
8. State - Record the state.
9. Zip Code plus 4 - Record the nine-digit U.S. Postal Code.
10. Mailing address (if different from above) - Record a different mailing address.
11. Phone Number - Record a 10-digit (xxx-xxx-xxxx) daytime phone number.
12. Fax Number - Record a 10-digit (xxx-xxx-xxxx) fax number.
13. Is the subrecipient delinquent on any federal debt? Record yes or no. The question applies to the applicant. Categories of federal debt include, but are not limited to, delinquent loans, tax, and audit disallowances. If yes, provide an explanation.
14. Cost Sharing (Match) if applicable - Record the value of cost share to be provided.
15. Congressional District - Record the applicant's congressional district.
16. Name and contact information for matters involving this application.
17. Subrecipient Type - Circle the type of subrecipient.
18. Descriptive title of Subrecipient Project - Record a brief descriptive title of the project.
19. Funding Period - Enter the dates, within the award period, as to when the project will begin and finish.
20. Location of Proposed Program/Project - Record the physical address of where the scope of work will be completed.
21. Total # of full-time employees - Record the number of full-time employees. A full-time employee works 40 hours per week.
22. Total # of part-time employees - Record the number of part-time employees. A part-time employee works less than 40 hours per week.
23. Is your organization a 501(c)(3) tax exempt organization? Record yes or no.
24. Has your organization previously received federal financial assistance from FDACS? Record yes or no. Please answer yes if the funding has been received within the last three years.
25. The application must be signed and dated by an authorized representative of the applicant organization.

Florida Department of Agriculture and Consumer Services
Division of Administration

APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE SUBAWARD

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-001		**2. Amount of funds requested for this project:** $50,000.00
3. Subrecipient Legal Name: City of Kissimmee		
4. Subrecipient FEIN: 59-6000348		**6. Subrecipient Registered in SAM:** DPHBBJP7RHY3
7. Street Address: 101 Church Street		
8. City: Kissimmee	**9: State:** FL	**10. Zip Code plus 4:** 34741-5054
11. Mailing Address (if different from above): N/A		
12. Phone Number: 407-847-2821	**13. Fax Number:** 407-932-1958	
14. Is the subrecipient delinquent on any federal debt? No	**15. Cost Sharing (Match):** $50,000	**16. Congressional District:** 9
17. Name and contact information of person to be contacted on matters involving this application: **Name:** Steve Lackey **Phone Number:** 407-518-2342 **Email:** STEVE.LACKEY@kissimmee.gov		
18. Subrecipient Type: (Check One) Indian Tribal Government, Individual, Local Government, Institution of Higher Education, Non-Profit Organization, State Government, Other		
19. Descriptive Title of Subrecipient Project: Tree Inventory		
20. Funding Period	**Start Date:** 10/1/2024	**End Date:** 9/30/2025
21. Location of Proposed Program/Project: Citywide in Kissimmee, Florida		
22. Total # of full-time employees: 650	**23. Total # of part-time employees:** 145	
24. Is your organization a 501(c)(3) tax exempt organization? No		
25. Has your organization previously received federal financial assistance from FDACS? Yes		
26. By signing this application, I certify that the statements herein are true, complete, and accurate to the best of my knowledge. I have also provided the required attachments and assurances. I agree to comply with all terms and conditions if I accept an award.		
Authorized Representative Name: Mike Steigerwald	**Title:** City Manager	
Phone Number: 407-847-2821	**Email Address:** mike.steigerwald@kissimmee.gov	
Signature of Authorized Representative:		**Date Signed:** 07/02/2024

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY CONTACT INFORMATION

2 CFR 200

Instructions for Application Packet - Key Contact Form

*Each field of the key contact form must be completed.
*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.
4. Contact Project Role: Authorized Representative - Record requested information.
5. Contact Project Role: Grant Manager - Record requested information.
6. Contact Project Role: Fiscal Contact - Record requested information.
7. Contact Project Role: Principal Investigator - Record requested information.

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY CONTACT FORM

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-001		**Subrecipient FEIN:** 59-6000348
Subrecipient Legal Name: City of Kissimmee		
Contact Project Role: Authorized Representative		
Name: Mike Steigerwald		
Title: City Manager	**Phone Number:** 407-847-2821	**Fax Number:** 407-932-1958
Street Address: 101 Church Street		
City: Kissimmee	**State:** FL	**Zip Code plus 4:** 34741-5054
Mailing Address (If different from above): N/A		
Contact Project Role: Grant Manager		
Name: Steve Lackey		
Title: Parks & Recreation Director	**Phone Number:** 407-518-2342	**Fax Number:** 407-932-1958
Street Address: 101 Church Street		
City: Kissimmee	**State:** FL	**Zip Code plus 4:** 34741-5054
Mailing Address (If different from above): N/A		
Contact Project Role: Fiscal Contact		
Name: Tavia Ritchie, CPA, CGFO		
Title: Finance Director	**Phone Number:** 407-847-2821	**Fax Number:** 407-932-1958
Street Address: 101 Church Street		
City: Kissimmee	**State:** FL	**Zip Code plus 4:** 34741-5054
Mailing Address (If different from above): N/A		
Contact Project Role: Principal Investigator		
Name: N/A		
Title: N/A	**Phone Number:** N/A	**Fax Number:** N/A
Street Address: N/A		
City: N/A	**State:** N/A	**Zip Code plus 4:** N/A
Mailing Address (If different from above): N/A		

Florida Department of Agriculture and Consumer Services
Division of Administration

PROJECT NARRATIVE

2 CFR 200

Instructions for Application Packet - Project Narrative

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Amount of funds requested for this project - List the total amount of funds required to complete the scope of work.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM. Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.
4. The header section of each page of the project narrative must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The project narrative must not exceed (insert #) 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.
6. The project narrative must include, but is not limited to:
   - A statement of need for the federal financial assistance and how the project will address the need.
   - A description of the expected project outcomes. The measurable objectives and specific targets of the expected project outcomes should be specified.
   - A plan of action to achieve the projected outcomes and how the plan of action will be accomplished.
   - A timeline of activities or implementation schedule.
   - Collaboration details, if any.
   - Information on key personnel including their background and experience with the project objectives. An indication of the amount of effort the key personnel will provide to the project.
   - Precise location of the project or the area to be served/benefited by the project.
   - A statement of whether this project relates to any other project, current or anticipated.

Florida Department of Agriculture and Consumer Services
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PROJECT NARRATIVE

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-001	2. Amount of funds requested for this project: $50,000.00
3. Subrecipient Legal Name: City of Kissimmee	

Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.

Project Narrative:

The City of Kissimmee is located in central Osceola County, Florida, just south of Orlando, along the northwest shore of Lake Tohopekaliga, commonly known as Lake Toho. The proximity to Walt Disney World, Universal Studios Florida, and other entertainment resorts in neighboring Orlando has significantly boosted the local economy, creating numerous jobs in construction and the hospitality industry. The City has a population of 79,436 residents across 110 square miles.

In 2023, the City of Kissimmee was awarded the Federal Inflation Reduction Act Urban and Community Forestry Grant to enhance its urban forestry at a City park. The impacts of changes in climate are evident daily, with stronger and longer storms and intense rain events causing widespread flooding. Stormwater management and drainage are major concerns. The City was severely affected by Hurricanes Ian and Nicole in 2021, resulting in extensive flooding and significant disruption. The aftermath included billions of dollars in damage, prolonged school closures, and the permanent closure of 523 Kissimmee Village apartments due to flooding, displacing numerous seniors. The National Oceanic and Atmospheric Administration (NOAA) predicts that in 2024, there will be a total of seventeen to twenty-five storms, with eight to thirteen of them becoming hurricanes and four to seven classified as major hurricanes. The typical yearly average includes fourteen storms, with seven developing into hurricanes and three classified as major hurricanes. The City works to be prepared for storms each year, and its urban forest management is part of that planning.

The City is requesting $50,000 in Florida Department of Agriculture and Consumer Services (FDACS) Urban and Community Forestry - Capacity Grant funding and will provide a local match of $50,000 for a total project amount of $100,000 to develop a Citywide Tree Inventory for Kissimmee. The City will hire a consultant experienced in urban forestry design and tree inventories, with a background in forestry, arboriculture, environmental science, and urban planning. The consultant will be certified by the International Society of Arboriculture (ISA) as a Certified Arborist and have the Tree Risk Assessment Qualification (TRAQ) from the ISA. The consultant will work closely with the recently hired City Forester on the tree inventory, data collection, and reporting.

The tree inventory will be a detailed report prepared by a certified arborist that lists and describes all the trees and their locations within the City of Kissimmee. The assessment of an individual tree will consist of a 360-degree, ground-based visual inspection of the tree's crown, trunk, and above-ground roots. The inventory will capture a range of useful data for each tree, including its location, species, age, condition, defects, recommended action, and a priority rating for each recommendation – e.g., "high," "medium," or "low" priority of action, or "no action needed at this time." It will also offer guidance to the City on future tree canopy needs, maintenance, and urban planning. The benefits of a tree inventory include:

- Safety: Identifies potential tree failures due to pests, disease, and structural weaknesses, preventing falling branches or trees.
- Data-Based Decision Making: Assists in making informed spending decisions based on specific tree conditions.
- Budgeting: Helps develop a schedule and timetable for tree work and maintenance based on priority ratings.
- Bidding and Completing Work: Provides a concrete working plan for the City Manager and Urban Forester to solicit cost proposals from tree care professionals.

- Guidance on New Planting: Offers a breakdown by tree species and highlights over-represented species, guiding new plantings to ensure species diversity and protect against pests or disease.

Advancements in technology have made tree inventory and management plans highly functional and accessible. In addition to a written report of the data and recommendations, the information is available on a cloud-based application. This platform can be easily accessed by the City Urban Forester and the tree-care professionals hired to perform the work. By strategically planning and incorporating urban forestry design with the tree inventory, the City of Kissimmee aims to enhance its understanding of the City's urban forest and effectively manage and maintain it to ensure its health and vitality.

The City of Kissimmee includes 15 U.S. Census tracts identified as disadvantaged in various categories by the White House Justice40 Initiative and the Climate and Economic Justice Screening Tool (CEJST). The 15 Census Tracts are considered disadvantaged in an average of at least three of the categories that include climate change, health, housing, energy, transportation, water and wastewater, and workforce development. According to the Environmental Protection Agency (EPA) Environmental Justice Screening and Mapping Tool (EJScreen), nearly the entire City is considered an EPA Inflation Reduction Act (IRA) Disadvantaged Community.

As the City continues to recover from Hurricanes Ian and Nicole, it has prioritized resiliency projects and stormwater drainage hazard mitigation for the safety and security of its residents. Without grant funding for the Tree Inventory project, the City will need to seek alternative funding to continue its urban forestry improvements. The City of Kissimmee remains committed to enhancing its urban forestry through other means if necessary.

Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK

2 CFR 200

Instructions for Application Packet - Scope of Work

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM. **Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.**
4. The header section of each page of the scope of work must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The scope of work must not exceed (insert #) 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.
6. The scope of work must include, but is not limited to:
   - Describe in detail the activity or work to be conducted. Include project location information.
   - Describe specific project objectives, tasks, and deliverables and related timelines for each. Include who will perform the tasks.
   - Objectives and tasks should relate to the project narrative.
   - Discuss how the scope of work is feasible and can be completed within the award period.
   - Provide quantifiable, measurable, and verifiable units of deliverables.
   - Deliverables must be directly related to the scope of work.

Florida Department of Agriculture and Consumer Services
Division of Administration

SCOPE OF WORK

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-001	**2. Subrecipient FEIN:** 59-6000348
3. Subrecipient Legal Name: City of Kissimmee	

Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.

Performance Measures

Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures
1	1	Selection of Consultant	Identify and select an experienced consultant	N/A	Consultant Contract
1	2	Tree Inventory	Inventory completed by an experienced consultant and City staff	$100,000	Citywide Tree Inventory complete with reports, database, and maintenance priorities

Describe in detail the activity or work to be conducted.

The Scope of Work includes two major deliverables:

Deliverable 1: Selection of Consultant

Task 1: The first task involves selecting an experienced and qualified consultant to assist the City with completing the tree inventory. The selection process will follow the City's bidding and procurement procedures and guidelines, ensuring compliance with all relevant protocols.

Task 2: Once the consultant is selected, they will develop the tree inventory, which will provide the following information in both tabular and GIS formats:

- Tree Identification Number: Automatically generated by GPS based on the order of collection
- Location: Coordinates of each tree, automatically calculated by GPS
- Species: Identification of trees and palms by genus and species, using both botanical and common names
- Diameter: Measured to the nearest inch at 4 ½ feet above the ground (diameter breast height, DBH)
- Condition: Rated according to categories adapted from the International Society of Arboriculture (ISA) rating system: Excellent (100%), Very Good (90%), Good (80%), Fair (60%), Poor (40%), Critical (20%), Dead (0%)
- Observations: General observations (up to three per tree) on defects and impacts to infrastructure, including cavity/decay, trunk or limb damage, co-dominant leaders, constricted roots, uprooted, leaning, reduced canopy, improper pruning, curb/sidewalk damage, insect damage
  - The consultant will choose an appropriate tree inventory software and data collection tool, such as GPS units, and mobile apps such as i-Tree, which was developed by the USDA Forest Service.
- Maintenance Needs: Primary and secondary maintenance needs (up to two per tree) based on ANSI A-300 standard specifications and arboriculture best management practices, including clearance pruning, crown raising, crown reduction, restoration pruning, structure pruning, crown cleaning, stump/tree removal, pest control, fertilization, pest/disease control
- Overhead Utilities: Notation of the presence of overhead utilities above or directly contacting the tree
- Minimum Growing Space: Assigned based on the width of the planting space, categorized as Less than 3', 3' to 5', 5' to 10', or more than 10', to identify trees with potential root constriction or infrastructure damage.

Deliverable 2: Tree Inventory Summary Report

Task 1: Using the collected data, the consultant will prepare a Tree Inventory Summary Report. The report will include:

- A hard copy of the tree inventory report with color maps displaying numbered tree locations overlaid on aerial photographs and tables presenting data for the inventoried trees
- Digital copies of the report in PDF format, the tree inventory data in ArcGIS Shape File format, and the database software application for the City to continue to manage and monitor the tree inventory

Project Management and Timeline

The project will be managed by the Kissimmee Parks & Public Lands Department. The estimated cost of the tree inventory is $100,000, and the project is expected to take eight months to complete.

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN NARRATIVE

2 CFR 200

Instructions for Application Packet - Budget Plan Narrative
*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM. **Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information**.
4. The header section of each page of the budget plan narrative must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The budget plan narrative must not exceed (insert #) 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.
6. Describe line items for each applicable budget category shown on the budget plan. Provide sufficient detail to clearly indicate the estimated funding amounts for each project task contained in the scope of work.
7. Project costs will be evaluated for reasonableness and necessity. Any travel costs must be in compliance with the State of Florida travel rules.
8. Indirect costs are at the rate approved by the applicant's cognizant agency. A copy of the approved rate must be attached to the application. If the applicant has never received a negotiated indirect cost, provide a statement indicating the applicant is electing to charge a de minimis rate of 10% of modified total direct costs.

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN NARRATIVE

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1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-001	**2. Subrecipient FEIN**: 59-6000348
3. Subrecipient Legal Name: City of Kissimmee	

Direct Costs		
Personnel Costs		$25,000 in personnel costs will be utilized to assist with the development of the Citywide Tree Inventory.
	Example	N/A
	Example	N/A
Fringe Benefits		N/A
Travel (if authorized)		N/A
Equipment (if authorized)		N/A
Supplies		N/A
Contractual (if authorized)		$75,000 in Contractual service fees will be used for a consultant to assist with the Citywide Tree Inventory.
Other Expenses		N/A
Indirect Costs		
Indirect Charges		N/A

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN

2 CFR 200

Instructions for Application Packet - Budget Plan

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.

The budget plan must not exceed two pages (insert #) 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.

The header section of the budget plan must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.

The applicant shall submit a budget plan for its projected costs to implement the scope of work submitted with the application. The budget plan shall provide the estimated costs by category in order to carry out the scope of work.

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN

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Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-001	**Subrecipient FEIN:** 59-6000348
Subrecipient Legal Name: City of Kissimmee	

Category/Description	Cost per Unit	Number of Units	Grant Amount	Match Amount
Personnel -	$25,000	1	0.00	$25,000
Fringe Benefits -	N/A	N/A	N/A	N/A
Travel (not authorized)	N/A	N/A	N/A	N/A
Equipment (not authorized)	N/A	N/A	N/A	N/A
Supplies -	N/A	N/A	N/A	N/A
Contractual (if authorized) -	$75,000	1	$50,000	$25,000
Trees -	N/A	N/A	N/A	N/A
Other Expenses -	N/A	N/A	N/A	N/A
Total Direct Charges	$100,000	2	$50,000	$50,000
Indirect Charges -	N/A	N/A	N/A	N/A
Total Amount	$100,000	1	$50,000	$50,000

The budget plan must not exceed two pages (insert #) 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.

Florida Department of Agriculture and Consumer Services
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KEY PERSON / STAFF

2 CFR 200

Instructions for Application Packet - Key Person / Staff

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.

The header section of the key person/staff must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.

Each application must include descriptions of key personnel and their qualifications to meet the requirements of the notice of funding opportunity. An individual form will be completed for each key person/staff member. Include an estimate of the number or hours or percentage of time devoted to the project.

Key personnel are individuals who contribute in a substantive and meaningful way to the execution or development of the project. Reimbursement of salary costs are not required for an individual to be considered key personnel. Consultants or contract employees may be included if they meet the definition.

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY PERSON / STAFF

2 CFR 200

An individual form must be completed for each key person/staff member. Include an estimate of the number of hours or percentage of time devoted to the project.		
1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-001	**2. Subrecipient FEIN:** 59-6000348	
3. Subrecipient Legal Name: City of Kissimmee		
Person Name: Robert Carter	**Title:** Urban Forester	**Hours of % of time devoted to the project:** 15
Phone Number: 689-241-6895	**Email Address:** Robert.carter@kissimmee.gov	

Qualifications:

Robert Carter came to the City of Kissimmee Parks and Recreations department from the State of Alaska, where he served as State Agronomist/Horticulturist from 2011-2023. While with the State of Alaska, he managed a 200-acre research and production agriculture farm and facilitated team engagement in grant identification, proposal formulation, and the application process. He had strategic oversight of eight distinct professional programs and oversaw a budget of $2.9 million.

Robert also advised on best practices for planting, nurturing, and management of grass, grain, and forb fields, targeting agricultural producers and land managers. He cultivated and nurtured strategic partnerships with agricultural producers and industry stakeholders and prioritized research, production, and maintenance needs across expansive acreages.

Among the various positions in his career, Robert also served as a Biological Science Technician with USDA Research Service from 2008-2011. Robert is certified in Pesticide Applicator, Equipment Operator, Erosion and Sediment Control Lead, and First Aid/CPR/AED. Robert holds a Bachelor of Science degree in Horticulture from Utah State University and is a member of the International Society of Arboriculture.

Robert will collaborate closely with the hired consultant to complete the Tree Inventory project for the City of Kissimmee. He will assist with data collection, tree assessments, and tree identification and will provide valuable insights for future urban planning projects in the City of Kissimmee.

Florida Department of Agriculture and Consumer Services
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PERFORMANCE SITE / LOCATIONS

2 CFR 200

Instructions for Application Packet - Performance Site / Locations

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.

Each application must include a list of site(s)/locations(s) where the work will be performed.

The reimbursement of facilities cost will only be allowable for site(s)/location(s) listed on the form. The allocation of facilities cost must be based upon the square footage used by the project activities.

Florida Department of Agriculture and Consumer Services
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PERFORMANCE SITE / LOCATIONS

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-001		**2. Subrecipient FEIN:** 59-6000348	
3. Subrecipient Legal Name: City of Kissimmee			
I am submitting an application as an individual, and not on behalf of a company, state, local, or tribal government, academia, or other type of organization.			Check Box ☐
Project/Performance Site Primary Location			
Street Address: Citywide			
City: Kissimmee		**State:** FL	**Zip Code plus 4:** 34741-5054
Mailing Address (If different from above): N/A			
Phone Number: 407-847-2821	**Fax Number:** 407-932-1958	**County:** Osceola	**Project/Performance Site Congressional District:** 9
Project/Performance Site Location 1			
Street Address: N/A			
City: N/A		**State:** N/A	**Zip Code plus 4:** N/A
Mailing Address (If different from above): N/A			
Phone Number: N/A	**Fax Number:** N/A	**County:** N/A	**Project/Performance Site Congressional District:** N/A
Project/Performance Site Location 2			
Street Address: N/A			
City: N/A		**State:** N/A	**Zip Code plus 4:** N/A
Mailing Address (If different from above): N/A			
Phone Number: N/A	**Fax Number:** N/A	**County:** N/A	**Project/Performance Site Congressional District:** N/A

Project/Performance Site Location 3			
Street Address: N/A			
City: N/A		**State:** N/A	**Zip Code plus 4:** N/A
Mailing Address (If different from above): N/A			
Phone Number: N/A	**Fax Number:** N/A	**County:** N/A	**Project/Performance Site Congressional District:** N/A

Project/Performance Site Location 4			
Street Address: N/A			
City: N/A		**State:** N/A	**Zip Code plus 4:** N/A
Mailing Address (If different from above): N/A			
Phone Number: N/A	**Fax Number:** N/A	**County:** N/A	**Project/Performance Site Congressional District:** N/A

Project/Performance Site Location 5			
Street Address: N/A			
City: N/A		**State:** N/A	**Zip Code plus 4:** N/A
Mailing Address (If different from above): N/A			
Phone Number: N/A	**Fax Number:** N/A	**County:** N/A	**Project/Performance Site Congressional District:** N/A

Project/Performance Site Location 6			
Street Address: N/A			
City: N/A		**State:** N/A	**Zip Code plus 4:** N/A
Mailing Address (If different from above): N/A			
Phone Number: N/A	**Fax Number:** N/A	**County:** N/A	**Project/Performance Site Congressional District:** N/A

Project/Performance Site Location 7			
Street Address: N/A			
City: N/A		**State:** N/A	**Zip Code plus 4:** N/A
Mailing Address (If different from above): N/A			
Phone Number: N/A	**Fax Number:** N/A	**County:** N/A	**Project/Performance Site Congressional District:** N/A

Florida Department of Agriculture and Consumer Services
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FEDERAL ASSURANCE FOR FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AWARD

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-001
Subrecipient Legal Name: City of Kissimmee
Subrecipient FEIN: 59-6000348
As the duly authorized representative of the Subrecipient, I certify that to the extent applicable, the Subrecipient:
1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the Recipient, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the subrecipient award; and will establish a proper accounting system in accordance with generally accepted accounting principles or Recipient directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frames after receipt of approval of the Recipient.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR, Part 200 Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards, Subpart F Audit Requirements.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) Procuring a commercial sex act during the period of time that the award is in effect or, (3) Using forced labor in the performance of the award or subawards under the award.
20. Will comply with and enforce the requirements for a drug-free workplace as mandated in 2 CFR Part 421, “Requirements for Drug-Free Workplace”.
21. Will comply with 2 CFR 417, Subpart C to ensure that any vendor or subcontractor that carries out the provisions of this agreement are not debarred or suspended.
22. Will comply with the Executive Order 13513 entitled “Federal Leadership on Reducing Text Messaging While Driving” by prohibiting employees, contractors, and subcontractors from texting while driving on official business and or in federally owned, rented or leased vehicles or privately owned vehicles when on official government business or when performing any work for or on behalf of or in cooperation with the federal government.

Authorized Representative Name: Mike Steigerwald	**Title:** City Manager
Signature of Authorized Representative:	**Date Signed:** 07/02/2024
Application Organization: City of Kissimmee	

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING LOBBYING

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-001
Subrecipient Legal Name: City of Kissimmee
Subrecipient FEIN: 59-6000348
The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than $10,000 and not more than $100,000 for each such failure.

Authorized Representative Name: Mike Steigerwald	**Title:** City Manager
Signature of Authorized Representative:	**Date Signed:** 07/02/2024
Application Organization: City of Kissimmee	

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILTY AND VOLUNTARY EXCLUSION - LOWER TIER FEDERALLY FUNDED TRANSACTIONS

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-001
Subrecipient Legal Name: City of Kissimmee
Subrecipient FEIN: 59-6000348
This certification is pursuant to Executive Order 12549, Debarment and Suspension and implemented at 2 CFR parts 180 and 1880.
Instructions for Certification
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certifications set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification. In addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in this transactions, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant certifies to the best of its knowledge and belief, that it and its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective lower tier participant shall attach an explanation to this proposal.

Authorized Representative Name: Mike Steigerwald	**Title:** City Manager
Signature of Authorized Representative:	**Date Signed:** 07/02/2024

Application Organization: City of Kissimmee

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION STATEMENT

2 CFR 200

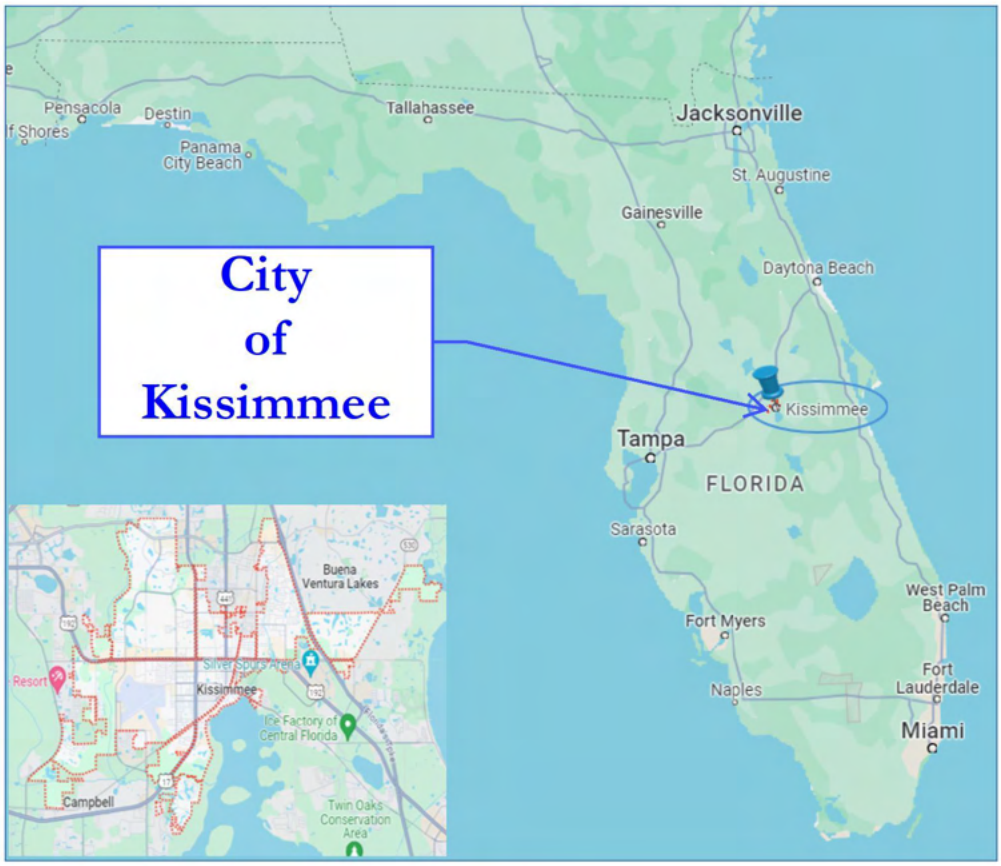
Federal Financial Assistance Funding Opportunity Number: 23-DG-11083112-001	
Subrecipient Legal Name: City of Kissimmee	
Subrecipient FEIN: 59-6000348	
By signing this page, the undersigned certifies that:	
A. This application is in all respects fair and submitted in good faith, without collusion or fraud;	
B. If selected through this application process, the subrecipient will work in good faith and in partnership with the Florida Department of Agriculture and Consumer Services to manage its subrecipient agreement in a timely and accurate manner;	
C. Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;	
D. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other federal funds;	
E. No federal funds will be used as match for funds awarded as a result of this application process.	
F. The undersigned has full authority to bind the applicant.	
Authorized Representative Name: Mike Steigerwald	**Title:** City Manager
Signature of Authorized Representative:	**Date Signed:** 07/02/2024
Application Organization: City of Kissimmee	

CITY OF KISSIMMEE 1883

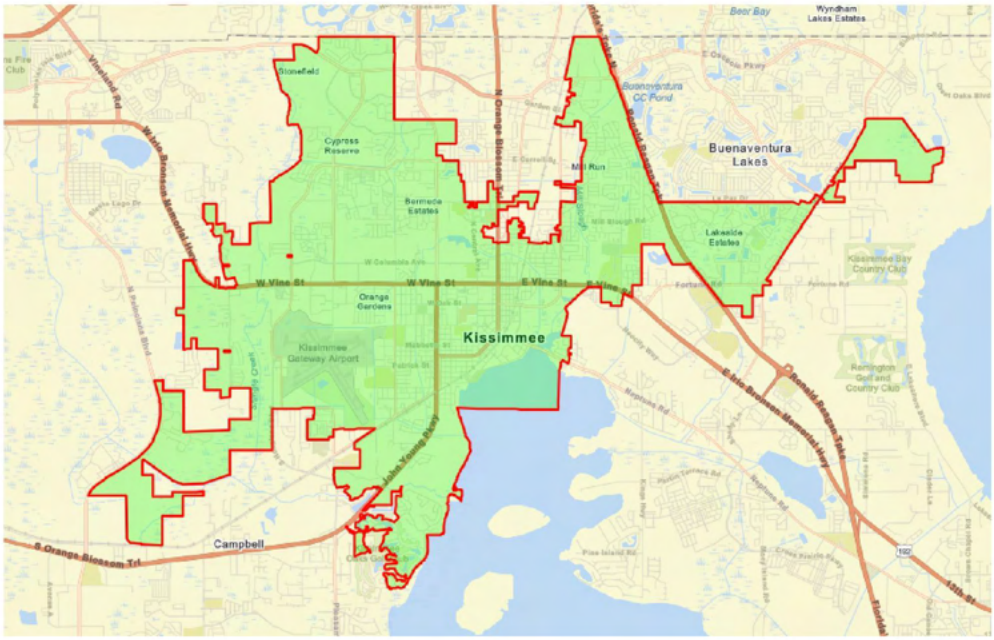
Table of Contents

Project Location Map

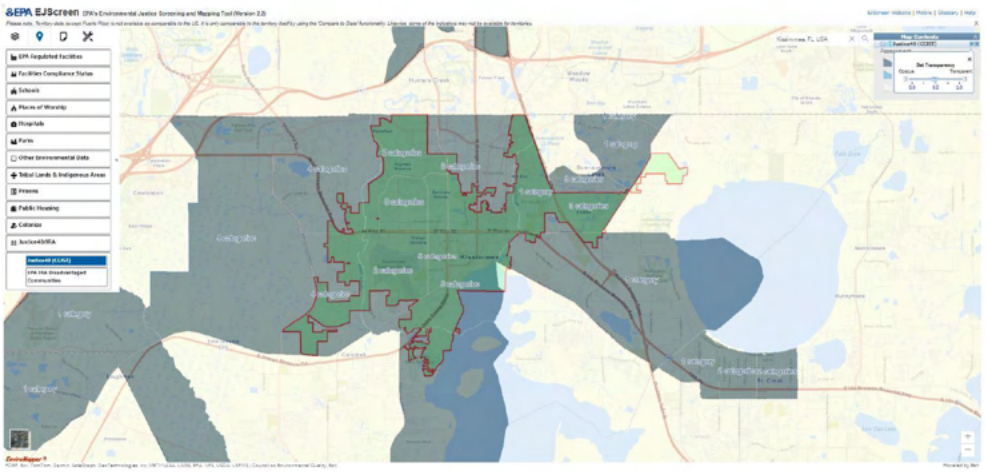
Environmental Justice



Site Location: Citywide



City of Kissimmee Tree Inventory
Opportunity 23-DG-11083112-001

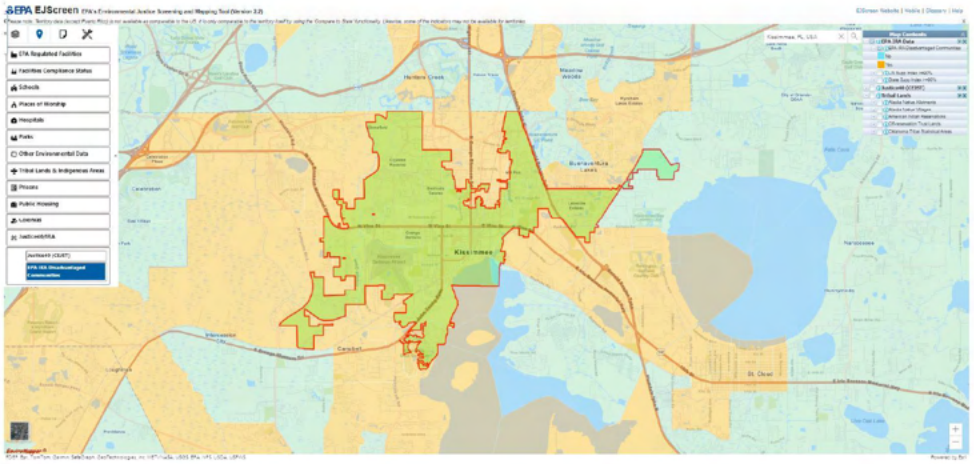




The City of Kissimmee encompasses 15 U.S. Census tracts that have been designated as disadvantaged in various categories by the White House Justice40 Initiative and the Climate and Economic Justice Screening Tool (CEJST). The table below details these 15 Census tracts and the specific categories in which they are considered disadvantaged.

City of Kissimmee Environmental Justice

	US Census Tract Number	Climate Change	Health	Housing	Energy	Transportation	Water and wastewater	Workforce Development	Number of categories meeting criteria of Disadvantaged
1	12097040902	x			x	x		x	4
2	12097040901	x			x	x		x	4
3	12097042100					x		x	2
4	12097042000					x	x	x	3
5	12097041700					x	x		2
6	12097041600	x	x	x		x		x	5
7	12097041500							x	1
8	12097041800	x	x	x		x	x		5
9	12097041900			x		x	x	x	4
10	12097042200					x	x	x	3
11	12097042900					x			1
12	12097042300			x		x			2
13	12097042400					x			1
14	12097042701			x		x		x	3
15	12097042702		x			x		x	3



According to the Environmental Protection Agency (EPA) Environmental Justice Screening and Mapping Tool (EJScreen), the City of Kissimmee is almost entirely considered an EPA Inflation Reduction Act (IRA) Disadvantaged Community.

RMPK FUNDING

Public Funding • Governmental Advocacy • Economic Development

Urban and Community Forestry-Capacity Grants

The primary purpose of this UCF-C grant program is to promote better urban forest management and the resources necessary for the retention and expansion of community tree canopy throughout the State of Florida. Trees are a vital component of urban infrastructure but must be properly managed to maximize the benefits they provide to the community. By properly managing their tree infrastructure, communities can increase property values, tourism appeal, and the physical and mental health of residents, while reducing storm water runoff, energy consumption, and air and water pollution. Community forest management also helps to identify public safety hazards to residents and structures and is a useful tool in storm preparation.

Application Deadline: July 19, 2024 (Multiple Applications Allowed)

Contribution Match: 50%

Maximum Award: $2,500-$50,000

FDACS, Florida Forest Service (FFS) is requesting proposals for grants to:

- **Planting trees in areas where they would provide tangible benefits to Floridians through energy reduction, mitigating urban heat, water or air quality improvement, stormwater runoff avoidance, or increased greenspace accessibility.**
- **Establishing a food forest or urban orchard.**
- **Conducting a tree inventory of public areas and assess the condition of individual trees.**
- **Conducting an urban tree canopy assessment to gather information about how much tree canopy is in the area and how it is distributed across the landscape.**
- **Developing an urban forest management plan.**
- **Implementing informational and educational programs to improve the understanding of residents and local officials of the benefits of maintaining a healthy tree canopy; and**
- **Developing a workforce development program to educate students and residents about career opportunities in the green industry; and provide hands on experience to give them the necessary skills.**

ITEM 7.N
Approval to apply for the Florida Department of Environmental Protection (FDEP) Water Quality Improvement Grant

Request

Approval to apply for the Florida Department of Environmental Protection Water Quality Improvement Grant and for the City Manager to sign any documents related to the application and award process.

Explanation

Financial Assistance is available to Florida governmental entities to address stormwater and water quality improvement projects. This water quality improvement project is part of the larger Lancaster Ranch Park project, which encompasses a portion of Shingle Creek. This project will improve drainage in the basin and the quality of the water being conveyed into Shingle Creek. The design of Lancaster Ranch Park includes the best management practices that, when constructed, will result in the greatest load reduction possible before water enters into Shingle Creek. The cost of this project is $1,000,000, we are applying for a $750,000 grant with a City match of $250,000.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10550706-506393	RI2400	Decrease	$250,000	

Financial Summary:

The City is requesting a $750,000 grant, with a $250,000 City match. Funding for the match is budgeted in Recreation Impact RI2400 Lancaster Ranch Park project.

Recommendation

Approval to apply for the Florida Department of Environmental Protection Water Quality Improvement Grant and for the City Manager to sign any documents related to the application and award process.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

Attachment(s):
1. Water Quality Improvements Grant Application

From: Steve Lackey
To: Anna Bonjour
Cc: Andrea Campbell; Matt Libby; Ryan Ruskay
Subject: FW: Submittal Confirmation - Water Quality Improvements Grant Proposal
Date: Friday, July 26, 2024 12:30:12 PM

Anna
FYI
Can you please email me the actual grant application as submitted.
Thank you
S

From: Florida DEP Protecting Florida Together Funding <DEPwebsitemail@dep.state.fl.us>
Sent: Friday, July 26, 2024 11:59 AM
To: Steve Lackey <STEVE.LACKEY@kissimmee.gov>
Subject: Submittal Confirmation - Water Quality Improvements Grant Proposal

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

Thank you for submitting a project for consideration under the Florida DEP Protecting Florida Together website. Our project team is evaluating your submittal. In the event your submittal is identified to move to the next stage of consideration, our staff will be in touch with you. You can always check our grants page for final project selections.

Submitted on Fri, 07/26/2024 - 11:29

Submitted by: Anonymous

Submitted values are:

Get Started

Applicant Email
STEVE.LACKEY@kissimmee.gov

Project Details

Contact Name
Steve Lackey

Address
Church Street

City
Kissimmee

State
Florida

Zip
34741

Phone
(407) 518-2342

Email
STEVE.LACKEY@kissimmee.gov

Secondary Contact Name
Andrea Campbell

Secondary Contact Phone
(407) 518-2331

Secondary Contact Email
ANDREA.CAMPBELL@kissimmee.gov

Entity/Sponsor Name
City of Kissimmee

Project Title
Shingle Creek Water Quality Enhancements

Please select all grant programs for which you seek to apply and are eligible:
Water Quality Improvement Grant

Project Description
In 2017, the City acquired 163 undeveloped acres along Shingle Creek. The purchase of the site was critical to prevent the development of the land and allow the City to create a unique

nature-based park that can provide recreational and cultural opportunities and stormwater facilities that improve drainage in the basin and the quality of the water being conveyed into Shingle Creek. Shingle Creek is an impaired waterbody that flows south through lakes into the Kissimmee River, reaching Lake Okeechobee. Through primarily nature-based solutions, including vegetated littoral shelves, treatment ponds and permeable pavement surfaces, and a stormwater treatment area, significant impacts on water quality entering Shingle Creek will be achieved.

Please describe how the project will address the sources of nutrients or other pollutants and/or how this project is effective and necessary for restoring water quality.

The project will utilize both natural and man-made elements to collect and treat stormwater runoff before it enters Shingle Creek. All the elements proposed have been proven to be effective in reducing nutrients and pollutants within the stormwater. The design of Lancaster Park Ranch will ensure that these Best Management Practices (BMP) are located and constructed to result in the greatest load reductions possible before the water enters Shingle Creek. These elements include vegetated littoral shelves, retention/detention areas, vegetated buffers, and a stormwater treatment area. There will also be some chemical and biological treatment in the form of filter media and flocculent. All the elements combined will create a treatment trail that ultimately deposits much cleaner water into Shingle Creek, then downstream into Lake Okeechobee and eventually the Everglades.

Project Location

Enter the county and/or counties in which the project is located.

Osceola County

Please select the project location on the map below

Project Location Latitude

28.270726707027528

Project Location Longitude

-81.43196977976227

What is the targeted waterbody for this project? (Can include downstream waters.)

Shingle Creek WBID #3169A

Is the project benefiting a waterbody not attaining nutrient or nutrient-related water quality standards, including an area with a total maximum daily load (TMDL)?
Yes

What is the name of the waterbody not attaining standards that this project benefits?
Lake Okeechobee

Is this project located within a basin management action plan (BMAP) area or a reasonable assurance plan area adopted by final order (RAP)?
No

Is this project located within a Rural Area of Opportunity?
No

Project Benefits

Project Benefits
By installing multiple BMPs, the project will reduce pollutants collected during the drainage process. Natural and man-made treatment facilities will allow for a several-phase treatment process to reduce harmful nutrients entering Shingle Creek.

Total Nitrogen reductions (lbs/year)
0

Total Phosphorus reductions (lbs/year)
0

Reason
The benefit is unknown or cannot be calculated

Water made available within 2 years of project completion (MGD)
0

Storage created upon project completion (MG)
0

Reason
This category is not applicable for this project

If the project has benefits beyond water quality and/or water quantity, please explain.
In addition to water quality, the project is an important part of the City's resiliency efforts. The acquisition of the property and development of both natural and man-made stormwater facilities will benefit a larger area when it comes to drainage and flood protection. The project site will serve as a collector for the surrounding areas, providing immediate flood protection, and is also being designed and constructed to provide for the continuing growth of the community. Lancaster Ranch Park will serve the public in many ways, providing not only outdoor recreation and cultural opportunities but also improvements to drainage and water quality for an area that includes residential, commercial, educational, and institutional facilities.

Please provide a description of how the above benefits were calculated, including the name of the model or tool used, if applicable. For septic to sewer projects, please use the OSTDS calculations for BMAPs tool found HERE.
N/A

Funding Requests

Is this a new project or a new phase of an existing project?
New Project

Does this project have a multi-year project implementation schedule with previous state funds committed to the project, or to a phase of this project?
No

Anticipated grant funds needed
$ 750,000.00

Local funds and/or match commitment
$ 250,000.00

Does the grant amount requested include costs for preconstruction activities? (Design, permitting, surveys, etc.)
Yes

Preconstruction Activities Amount:
$ 100,000.00

Please describe the activities that will be funded.
Engage Consultant to Complete Final Design, Permit, Bid Specs

Total project cost
$ 1,000,000.00

Cost Effectiveness
Use of natural elements along with man-made facilities to move/treat stormwater runoff will allow the City dual use of the property, stormwater and recreational. Natural elements will further the park setting and offer access to park areas via trails and boardwalks. Environmental education using interpretive kiosks will increase visitors' awareness of the importance of protecting water quality entering Shingle Creek and the regional and statewide impact the effort has on Florida's environment.

Proposed Project Readiness to Proceed

Estimated design completion at the time of this proposal submittal?
0%

Has all required permitting been completed?
No

Please provide relevant status information for each permit not yet completed.
The City has engaged a design consultant who will complete the permitting project as part of the development of final plans. The permits anticipated to be needed are FDEP, SFWMD, Osceola County, and the City of Kissimmee.

Estimated completion date of design and permitting:
2025-07-30

Estimated start date of construction or BMP implementation:
01/01/2026

Estimated project end date:
12/30/2026

Does this project have approval from a city council, county board or other governing board to move forward?
Yes

Identify the parties responsible for operating and maintaining the proposed project and affirmatively state that there is a legal or other commitment to do so.
Once complete, the project will be maintained by the City of Kissimmee. Funding for operation and maintenance for the lifespan of the project will be appropriated each year as part of the City's annual operating budget.

Land ownership status (for construction projects only):
Land has been acquired.

Project Specific Information

Please select from the following eligible project types for this grant program:
Stormwater Improvements

What is the size of the drainage basin for the stormwater project, in acres?
150

Are you repairing, upgrading, expanding, or constructing?
Constructing

Please select all the stormwater types that apply to this project:
Retention/detention, Swales, Rain gardens, green roofs, tree boxes, or vegetated buffers, Stormwater Treatment Area, Pervious Pavement

Additional Information

Is there a public outreach component to the project?
Yes

Please describe. Include key messages and target audience.
Public engagement has been an important part of the Lancaster Ranch Park project since the property was acquired in 2017. To help the City determine how to best develop the property, residents were given the opportunity to fill out a survey or attend a public workshop. The City's goal was to hear what residents would and would not like in this type of unique park. The majority of input included wanting to see native plants in the park as well as to preserve historical and environmental elements. There was a lot of support for active access to Shingle Creek, which runs at the southern border of the park.

This outreach will continue as final design is completed and presented at public meetings. In addition, the City will continue to educate residents and visitors throughout this process as to the status of the work and what to expect in the future. Information on the environmental benefits of the project including water quality and how it impacts not only Shingle Creek but also Lake Okeechobee and the Everglades, will be developed for the City's websites and social media platforms.

The project identified is eligible for a Water Quality Improvement Grant as a
Project listed in a city or county capital improvement element pursuant to section 163.3177(3)(a)4.b, F.S.

Will any monitoring or modeling be included in the project?
Yes

Please provide details (e.g., number of sites, proposed locations, description of what will be monitored or modeled, etc.).
The City anticipates that monitoring will be completed upon completion of the project. The City will establish an annual sampling program that will allow the impact of the project on the water quality to be determined.

Are there any innovative technologies being used for the project?
No

Is any restoration included in the project?
No

Please provide any additional information that would be beneficial in the evaluation of the project.
The acquisition and development of Lancaster Ranch Park has been accomplished through several partnerships with regional, state, and federal agencies. The acquisition of the project site was partially funded through a $3,232,241 grant from Florida Communities Trust through FDEP in 2020. The stormwater benefits and protection of the natural resources, as well as the recreational benefits, were critical in securing this state funding. In total, the City paid more than 5 million dollars to purchase the 150-acre site.

Since the acquisition, the City has begun design and permitting of various phases of the project and will start Phase I in early 2025. This phase, which involves passive recreational elements, including elements of the Shingle Creek Regional Trail, is partially funded by a $1,500,000 Land and Water Conservation Fund Grant through the National Park Service. The City anticipates

continuing to work with other agencies to secure both technical assistance and grant funding to complete all phases of the project, including the proposed improvements that will benefit water quality.

Acknowledge and Submit

Yes

Yes



ITEM 7.O
Revision to CP1605 - Charitable Donation & Sponsorship Policy - Community Benefit Funds

Request

Approve the Parks and Recreation Advisory Board recommended revisions to city policy CP1605 - Charitable Donation & Sponsorship Policy - Community Benefit Funds.

Explanation

The Parks and Recreation Advisory Board, which oversees the Charitable Donations and Sponsorship Program on behalf of the City Commission, is recommending the following suggested revisions to City Policy CP1605 - Charitable Donation & Sponsorship Policy - Community Benefit Funds to include:

a) Added restrictions for applicants to only receive funding under the program four (4) times. This will ensure other entities have an opportunity to apply given the limited funding available annually and encourages entities seeking funding regularly to pursue more appropriate funding programs offered by the city such as Fee Waivers or Quality of Life Funding.
b) Clarified that the applicants' budget submission should include projected revenue and expenditures.
c) Various grammatical changes and updates that do not affect the intent or language of the policy.

City staff has reviewed and supports the recommended revisions.

Recommendation

Approve the recommended revisions to city policy CP1605 - Charitable Donation & Sponsorship Policy - Community Benefit Funds.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

Attachment(s):
1. CP 1605 - Charitable Donation & Sponsorship Policy (Community Benefit Funds) (2)

Title: Charitable Donation & Sponsorship Policy – Community Benefit Funds
Effective Date: February 19, 2019 Revised Date: TBD
Review Authority: Office of the City Manager

Policy: The policy aims to provide a framework to evaluate requests for donations or sponsorships for charitable causes related to fundraising, awareness events or activities, and student or school competitions that improve or enhance community pride and the quality of life in the City of Kissimmee. Through this policy, the City Commission provides a procedure to aid the City in reviewing donation or sponsorship requests received from various outside organizations and entities whose work creates a public benefit, enhances the quality of life, or makes a significant impact on the lives of residents within the City of Kissimmee.

1605.01 Funding Availability: An organization or individual may only be awarded funds under this policy four (4) times. The Parks & Recreation Advisory Board may grant an applicant funding up to the following limits:

Award #1	Award #2	Award #3	Award #4
$2,500	$2,000	$1,500	$1,000

Organizations currently funded through the Social Services or Quality of Life Competitive Funding Process, the Special Events Fee Waiver Program, the Law Enforcement Trust Fund, or any entitlement programs funded through the city do not qualify for funding under this policy.

1605.02 Eligibility: Requests are reserved for the support of school-related competitions or community awareness activities that meet a greater public good by providing or expanding awareness of a charitable cause; enhancing arts, education, and culture; generating an economic benefit for the immediate community; and/or contributing positively to the recognition and image of the City of Kissimmee.

a. Organizations: When the requestor is an organization, the organizations shall:

1. Be a non-profit organization with Articles of Incorporation filed with the Florida Department of State; and

2. Be in existence and operating within the State of Florida for at least twelve (12) months before the date of application to the City for a donation; and

3. In addition to their application, submit: (1) a copy of their 501(c)3, or 501(c)4 notification letter. (Consideration will be given to tax-exempt organizations raising funds dedicated to a specific 501(c)3 activity); (2) a copy of their current Form 990 (if the organization is required to file this document); (3) a copy of their last

completed audit; and (4) an annual budget outlining projected revenue and expenses, and

4. Must provide a service, program, or event that demonstrates a local and positive impact to the City of Kissimmee and/or the residents of Kissimmee.

b. Individuals: When the requestor is an individual, the individual shall:

1. Be a resident of the City of Kissimmee or Osceola County.

2. Must represent the City in an event or competition with a sanctioned or nationally recognized entity.

All requests for financial support associated with a school-based program or event shall be paid directly to the sponsoring entity.

1605.03 Restrictions: The following restrictions for funding shall apply to awards for any program, activity, person, or organization:

a. Funds will be available on a first-come, first-served basis, based on the availability of funds at the time of the application.

b. Funds cannot be used to support or directly operate programming (i.e., summer camps, daycare, etc.)

c. Funds cannot be used for the purpose of fundraising for another entity or individual (i.e., no pass-through funding) and must be used in a manner that is intended to further the requestor's mission or purpose.

d. Funds granted to educational organizations may only be used to directly fund a need by students relating to travel or other costs in which the students' participation would positively promote the City of Kissimmee.

e. Funds cannot be used for or to promote a commercial business or private enterprise, personal gain or to promote political parties, political activities or political advocacy groups.

f. Funds cannot be used to promote the sale or consumption of tobacco products, illegal drugs, gambling, erotic materials or services.

g. Organizations that discriminate based on age, race, sex, sexual orientation, marital status, disability or national origin are not eligible for funds.

h. Funds cannot be used for the purposes of supporting a private foundation or charity that benefits one individual.

i. A nonprofit currently receiving funding through a separate grant or fund from the City of Kissimmee are ineligible for funding through the Community Benefit Fund sponsorship and donation grant process.

1605.04 Process: All requests for funds under this policy must be submitted to the Parks and Recreation Advisory Board for review and award. An application can be obtained through the Office of the City Clerk.

Application Period I – Funds to be awarded between October 1st and January 31st.	
Application Period Opening	April 1
Application Period Closing	May 1
Review & Scoring	June PARAB Meeting

Application Period II – Funds to be awarded between February 1st and May 31st.	
Application Period Opening	August 1
Application Period Closing	September 1
Review & Scoring	October PARAB Meeting

Application Period III – Funds to be awarded between June 1st and September 30th.	
Application Period Opening	December 1
Application Period Closing	January 1
Review & Scoring	February PARAB Meeting

1605.05 Exceptions: The City supports student enrichment and achievement through local schools' organized programs, events, and activities. Due to the unpredictable nature of school-related events and competitions, requestors may experience an inability to meet the funding cycles referenced above. Should a competition or activity take place with a limited lead time to make a request, the requestor may submit a request directly to the City Manager or his/her designee for consideration.

1605.06 Required Reporting: All recipients shall submit a final report outlining the event's results and the impact of the City's funds on the event, cause, or competition. All applicants who receive funds in any amount must utilize the City seal/logo on all marketing, promotional, and advertising materials, including, but not limited to, print media, radio, television, website, and social media, depicting the City of Kissimmee's support.

Failure to adhere to the requirements contained within this section or set forth as a contingency for funding will result in the requestor's disqualification from future funding through this program.

1605.07 Scoring & Ranking: The Parks & Recreation Director or their designee shall review and evaluate each application using the Community Benefit Fund Evaluation Form. Applications that receive an "eligible" status shall be forwarded to the Parks & Recreation Advisory Board for funding consideration. Any application not receiving an eligible status after evaluation shall not be presented to the Parks & Recreation Advisory Board.

The Parks & Recreation Director or their designee shall notify ineligible applicants that the funding committee will not consider their request.

Administrative Note: This policy was approved by the City Commission on June 7, 2022.

Executive Summary of Revision:

Added restrictions for applicants to only receive funding under this policy four (4) times.

Clarified an applicant's budget submissions should include projected revenue and expenditures.

Various grammatical changes and updates that did not affect the intent or language of the policy.

COMMUNITY BENEFIT EVALUATION FORM

Application Received: _____ Evaluated by: _____

Event Name: _____ Event Date: _____

	Meets Policy Requirements	
Applicant Eligibility	**Yes**	**No**
Resident of Osceola County OR 501(c)3, 501(c)4 organization? (if resident, move to next section once eligibility is determined)		
Organization Eligibility (continued)		
Meets incorporation, tax, budget, and audit requirements?		
Does NOT discriminate based on age, race, sex, marital status, Sexual orientation, or national origin?		
Does NOT receive funds from any other City program?		
Meets reporting requirements? (previously funded organizations)		
Request / Use Eligibility		
Will result in positive impact to the City of Kissimmee?		
Will NOT be used for event/activity in any City-owned facility?		
Will NOT be used to promote commercial/private business?		
Will NOT be used to promote/support political party/activity?		
Will NOT be used to promote tobacco or VICE activities?		
Will NOT support or benefit a single individual?		
Will NOT fund or support direct programming?		

Eligibility Determination

Note, a "no" to any question or criteria automatically makes the request ineligible for funding consideration pursuant to City Policy 1605.

Does the request meet or exceed policy requirements?		

Evaluator's Comments

ITEM 7.P
Revision to CP1403 - Event Fee Waiver Grant Program

Request

Approve the Parks and Recreation Advisory Board recommended revisions to City Policy CP1403 - Event Fee Waiver Grant Program

Explanation

The Parks and Recreation Advisory Board, who oversees the Event Fee Waiver Grant Program on behalf of the City Commission, is recommending the following suggested revisions to City Policy CP1403 - Event Fee Waiver Grant Program include:

a) Added event type exclusions to prohibit ticketed events, invite-only events, banquets, galas and meetings from being eligible to receive funding under the program.
b) Update scoring criteria to clarify details of required proposed revenue and expenditures.
c) Update scoring criteria to promote the disclosure of other co-sponsors or cooperating non-profits assisting the applicant.

City staff has reviewed and supports the recommended revisions.

Recommendation

Approve the recommended revisions to City Policy CP1403 - Event Fee Waiver Grant Program

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

Attachment(s):
1. CP 1403 - Event Fee Waiver Grant Program (1)

Title: Event Fee Waiver Grant Program
Effective Date: March 21, 1995 Revised Date: TBD
Review Authority: Parks & Recreation

Policy: Establish a fair process by which registered non-profit or government agencies holding an event on City property may receive grant funds to offset costs associated with City services and fees for their event.

1403.01 Program Administration: The City Commission shall annually determine the amount of grant funding available for distribution each fiscal year through the budgeting process.

The Parks & Recreation Advisory Board shall allocate the budgeted monies during each fiscal year based on the guidelines established in this policy.

1403.02 Eligibility & Restrictions: To be eligible to apply and receive funds from the City's Event Fee Waiver Grant Program, the applicant (host organization) shall meet one of the following requirements:

a. A non-profit organization with a current 501(c) certificate;

b. A government agency;

c. An organization of which the City of Kissimmee is a member.

In addition to the applicant's eligibility requirement, the event in which the Event Fee Waiver Grant Program is being requested must occur on city-owned property and be open to the public. Events that are ticketed, invite-only, or are banquets, galas, and meetings are ineligible to receive any funds from the Program.

Entities receiving monies from any other funding source offered by the City of Kissimmee shall be ineligible for monies distributed from the Event Fee Waiver Grant Program fund.

Applicants may only request funds from the fee waiver grant program to offset the cost of city-provided services. This includes, but is not limited to:

a. Facility rentals.

b. Permit fees, excluding the Kissimmee Police Department's alcohol permit fee.

c. Garbage and recycling fees or services.

d. Staff costs (City Employees).

e. Traffic or street services.

The maximum award from the Event Fee Waiver Grant Program for a single event shall not exceed $3,000; however, applicants may apply for multiple events and receive multiple awards, with no single award totaling more than $3,000 per fiscal year.

Except for Signature Events and events hosted by city-funded entities, the Fee Waiver Grant Program shall award no more than four (4) waivers to any event. For this policy, a City-funded entity is an organization that receives monies or membership dues from the City of Kissimmee outside of the Event Fee Waiver Grant Program.

1403.3 Application Periods: Eligible applicants shall only apply for funding in the most appropriate application period based on their event date. Only applications submitted during the appropriate submission period shall be considered.

Applying does not guarantee the approval or award of any grant funding. The Event Fee Waiver Grant Program application is separate from the required event/venue reservation application. All Event Fee Waiver Grant Program applicants must provide a reservation deposit for the proposed event date per City policy.

The City's fiscal budget year shall be divided into three application periods as outlined below:

Application Period I – All events held between October 1st and January 31st.

Application Period Opening	April 1
Application Period Closing	May 1
Review & Scoring	June PARAB Meeting

Application Period II – All events held between February 1st and May 31st.

Application Period Opening	August 1
Application Period Closing	September 1
Review & Scoring	October PARAB Meeting

Application Period III – All events held between June 1st and September 30th.

Application Period Opening	December 1
Application Period Closing	January 1
Review & Scoring	February PARAB Meeting

Once an application is submitted, it shall be reviewed and scored in a public meeting of the Parks & Recreation Advisory Board. Applicants should be present during the review and scoring of their application to answer any questions about their event.

1403.4 Review, Ranking & Selection: All grant funding applications shall be ranked by the Parks & Recreation Advisory Board using the following criteria:

Organization Structure (Mandatory Questions – No Point Value)
How long has the sponsoring organization been incorporated?
How long has the sponsoring organization physically been in operation?
Please provide an organization chart of the Local Organizing Committee and describe how the sponsoring organization recruits volunteers to facilitate the event?

Organization & Experience (50 Available Points)	**Value**
Has the sponsoring organization previously produced an event in Kissimmee? a. If so, please identify the event(s).	20
Has this specific event been previously produced? a. If so, when and where was the event held.	10
What is the uniqueness of the proposed event?	10
How does the proposed event support the organization's mission and benefit residents?	10

Event Revenue & Economic Impact (25 Available Points)	**Value**
Will the proposed event impact local businesses? a. If so, please describe the impact.	15
Evaluation of an itemized budget detailing the applicant's revenue and expendatures (submitted by sponsoring organization)	10

Marketing (15 Available Points)	**Value**
How does the proposed event benefit the image or reputation of the City?	5
Identify all forms of advertisement to be used and provide a timeline for all promotion and advertising.	5
How much money will the sponsoring organization commit towards advertising?	5

Collaboration (10 Available Points)	**Value**
Collaboration efforts with other non-profit organizations to make the event successful. a. Please state the commitment of all other groups assisting with organizating the event.	5
Has the sponsoring organization solicited local vendors to support the event? a. If so, please identify all vendors that have committed to the event.	5

After Action Report (Previous Award Recipients Only)	**Value**
If an organization has previously received grant funding from the Event Fee Waiver Program, did the City After Action Report indicate the organization adhered to the requirements within this policy, event policies and guidelines, or any contracts/agreements.	No: -10

The overall percentage of the requested expenses to be waived by the City shall be determined by the total points earned during the scoring process. The breakdown of the percentage that shall be waived is as follows:

	Percentage of Maximum of Award			
PARAB Score (Points)	**Year 1**	**Year 2**	**Year 3**	**Year 4**
90-100	100	80	60	40
80-89	90	70	50	30
70-79	80	60	40	20
60-69	70	50	30	10
50-59	60	40	20	
40-49	50	30	10	
30-39	40	20		
20-29	30	10		
10-19	20			
0-9	10			

1403.05 Event Approval: All special request(s) from an applicant shall be submitted in writing to the Parks & Recreation Department. The approval or denial of any special request(s) (i.e., insurance amendments, contract revisions, fees, policy amendments, etc.) shall be provided in writing to the applicant by the Parks & Recreation Department.

No revisions or amendments to the final Contract, License Agreement, or related items shall be made without prior written notification and approval from the City's Parks & Recreation Director or designee.

The Parks & Recreation Department shall provide the applicant with a copy of the Contract or License Agreement once it has been fully executed (i.e., signed and completed by all parties).

Once an applicant is awarded a fee grant waiver, the applicant or designee shall be required to attend the appropriate monthly Special Events Committee Meeting for logistics planning.

Also, grant recipients shall be required to extend an invitation to city commissioners to attend/participate in the event that the fee waiver grant was awarded. Invitations may be sent electronically to minerva.vazuez@kissimmee.gov or mailed to the City of Kissimmee, attn Minerva Vazquez/City Commissioners, 101 Church Street, Kissimmee, FL 34741.

1403.06 Marketing Requirements: All applicants receiving grant funding of any amount from the City of Kissimmee pursuant to this policy shall incorporate the City's approved logo on all marketing, promotional, and advertising materials. This includes, but is not limited to, television, website, and social media posts.

The City of Kissimmee shall be named as an event sponsor for all non-textual-based marketing, promotional, and advertising materials. This includes advertisements or promotions aired on any radio station, including streaming radio-like stations.

1403.07 Final Reporting: Applicants receiving grant funding shall complete a "*Grant Final Report*" to validate that all funds were used appropriately and in accordance with their Contract or License Agreement and all established policies.

The *Grant Final Report* shall be completed and submitted to the Parks & Recreation Department no later than 30 days after the event.

The *Grant Final Report* shall consist of:

a. Actual Event Budget, including a Profit & Loss Statement and a Revenue Report.

b. The total number of attendees for the event.

c. A complete list of all vendors associated with the event, including their contact information.

d. A copy of all marketing material used to market, promote, and advertise the event.

Failure to submit a *Grant Final Report* in accordance with this policy shall automatically disqualify an organization from submitting a future request to the Event Fee Waiver Grant Program for the remainder of the current fiscal year plus one additional fiscal year.

Administrative Note: This policy was initially approved by the City Commission on April 2, 2019, and updated by the Commission on TBD.

Executive Summary of Revision

Added event type exclusions to prohibit ticketed events, invite only event, and banquets, galas, and meetings from being eligible to receive funding under the program.

Updated scoring criteria to clarify details of proposed revenue and expenditures are required.

Updated scoring criteria to promote the disclosure of other co-sponsors or cooperating non-profits assisting the applicant.

SPECIAL EVENT FEE WAIVER GRANT APPLICATION

Requesting Organization Information		
Full Name:	Telephone Number:	
Address:		
City:	State:	Zip:
Name of Chief Officer:		
Eligibility/Type: ☐ Non-Profit ☐ Government ☐ Agency with City Membership *If non-profit, attach a copy of your organization's 501(c) certificate.*		

Event Contact Information	
Name:	Title:
Telephone Number:	Email:

Event Information		
Name of Event:		
Date of Event:	Start Time:	End Time:
Location of Event:		
Event Set-Up Date:	Set-Up Time:	Strike Time:
Type of Event:		
Estimated Number of Attendees:		
Brief Description of Event:		
Grant Request Amount ($3,000 Max):		

Event Information (All Events)	
Will your event require outdoor staging?	☐ Yes ☐ No
Will your event require the rental of the modular stage for Veterans Lawn?	☐ Yes ☐ No
Will your event require tents?	☐ Yes ☐ No
Will your event require vehicle access to the park?	☐ Yes ☐ No
Will your event require road closures?	☐ Yes ☐ No
If yes, please provide details on your requested road closures:	
Will your event require portable restrooms?	☐ Yes ☐ No
Will you event require utilities?	☐ No ☐ Power ☐ Water

Will your event hire outside production companies? (Lighting, Staging, Audio, Décor, Film, Broadcast, etc.)	☐ Yes	☐ No
If yes, please provide company name, point of contact, and phone number:		
Will your event require the use of additional space?		
☐ Green/Dressing Room ☐ Locker-room(s) ☐ Reception Area ☐ Autograph Area ☐ Food Prep Area ☐ Dance Floor ☐ Private Meeting Space ☐ Rehearsal Space ☐ None		

Fishing Tournaments		
Will your event require the boat ramp?	☐ Yes	☐ No
How many boats are expected to participate?		
Will your event require space for a tournament draw?	☐ Yes	☐ No
Will your event require space for a weigh-in?	☐ Yes	☐ No

Entertainment (All Events)		
Will your event require alcoholic beverages to be dispensed or sold? *The sale of alcohol at an event may require the use of the City's contracted and licensed concessionaire.*	☐ Yes	☐ No
Will your event require a DJ?	☐ Yes	☐ No
Does your entertainer have special requirements and/or a technical rider?	☐ Yes	☐ No
Will your event have performers?	☐ Yes	☐ No
If yes, please specify whether they are international, national, or local artists:		

Audio Visual (Indoor Events Only)		
Will your event require the rental of audio equipment?	☐ Yes	☐ No
Will your event require any additional audio-visual equipment?		
☐ Podium ☐ Easels ☐ Projector & Screen ☐ TV/VCR/DVD ☐ Microphones ☐ Extension Cords/Strips ☐ None		

Promotions (All Events)		
Will your event require banners to be hung?	☐ Yes	☐ No
At what level will your event be promoted?	☐ Local ☐ Regional ☐ National	

Will any media outlets be invited to the event? ☐ Yes ☐ No
If yes, what type of media will be invited?

Organization Structure (Mandatory Questions – No Point Value)
How long has the sponsoring organization been incorporated?
How long has the sponsoring organization physically been in operation?
Please provide an organization chart of the Local Organizing Committee and describe how the sponsoring organization recruits volunteers to facilitate the event?

Organization & Experience (50 Available Points)
Has the sponsoring organization previously produced an event in Kissimmee? If so, please identify the event(s):
Has this specific event been previously produced? If so, when and where was the event held:
What is the uniqueness of the proposed event?
How does the proposed event support the organization's mission and impact to residents?

Event Revenue & Economic Impact (25 Available Points) – *You must also include/attach an itemized budget with this application that includes projected revnue and expendatures.*
Will the proposed event impact local businesses? If so, please describe the impact:

Marketing (15 Available Points)
How does the proposed event benefit the image or reputation of the City?

Identify all forms of advertisement to be used and provide a timeline for all promotion and advertising:

How much money will the sponsoring organization commit towards advertising?

Collaboration (10 Available Points)
Is the sponsoring organization collaborating with any other non-profit group to make the event more successful? If so, please state the commitment of all other groups:

Has the sponsoring organization solicited local vendors to support the event? If so, please identify all vendors that have committed to the event:

ITEM 7.Q
State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement for 1124 Lindsay Way, Kissimmee, FL 34744

Request

Approval for the Mayor to execute the State Housing Initiatives Partnership (SHIP) Agreement, Contract #20240039, with Osceola Council on Aging, LLC, and Norman Alan Fraser.

Explanation

On May 7, 2024, the City Commission granted approval for the Mayor to execute the Owner Occupied Rehabilitation Agreement between the City, Council on Aging and the owner, Mr. Norman Alan Fraser. The amount of the assistance to be provided was $300,000 for the demolition and construction of a manufactured home. Unfortunately, before contracts were finalized, the company in charge of selling the manufactured home to the Council on Aging changed ownership. This caused delays and a price increase since some development costs were not included in the initial quote (i.e. foundation, transport, and installation costs). The additional cost for the project is $50,000.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11225103 503434	SHIP2022	Decrease	$440,652	$50,000

Financial Summary:

There is no fiscal impact on the General Fund since this is a grant-funded project.

Recommendation

Approve for the Mayor to execute the State Housing Initiatives Partnership (SHIP) Agreement, Contract #20240039, with Osceola Council on Aging, LLC, and Norman Alan Fraser.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
1. (S) SHIP COA Agreement 1124 Lindsay Way-Fraser

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
OWNER OCCUPIED REHABILITATION AGREEMENT FOR
1124 LINDSAY WAY, KISSIMMEE 34744

THIS AGREEMENT is made on Aug 6, 2024 between **Norman Alan Fraser,** residing at **1124 Lindsay Way, Kissimmee, Florida 34744,** (the **"OWNER"},** and Osceola Council on Aging (the **"COA"),** a Florida corporation whose address is 700 Generation Pt, Kissimmee, FL 34744, and the City of Kissimmee (the **"CITY"),** a Florida municipal corporation whose address is 101 Church Street Kissimmee, Florida 34741.

WITNESS ETH:

WHEREAS, CITY adopted the Local Housing Assistance Plan (LHAP) and participates in the State Housing Initiatives Program (SHIP) as well as other federal, state and local funding programs to make affordable housing available to very low-income and low-income residents of the **CITY;** and

WHEREAS, CITY can provide grants to qualified homeowners to make particular home repairs; and

WHEREAS, OWNER applied for financial assistance for the substantial rehabilitation of his/her primary residence through the **CITY's** SHIP Program (the "Project"); and

WHEREAS, OWNER desires to engage **COA** to perform certain work at **1124 Lindsay Way, Kissimmee Fl 34744** (the "Property"); and

WHEREAS, OWNER desires to utilize all services provided by the CITY in connection with said Project; and

NOW THEREFORE, the Parties hereto do mutually agree as follows:

Section 1. Employment of Contractors: OWNER hereby engages **COA** to perform the services and supply the materials (sometimes referred to as "work") set forth in this Agreement and the Exhibits described in Section 2 below.

Section 2. Scope of Services: It is understood that except as otherwise specifically stated in this Agreement, **COA** shall provide and pay*i* for all materials, labor, tools, equipment, transportation, superintendents and construction labor of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the term of this Agreement. Further responsibilities associated with the Project are elaborated in the Scope of Work, attached hereto and incorporated herein as Exhibit "A". The Parties to this Agreement acknowledge and hereby agree to comply with the provisions of the following Exhibits attached hereto, all of which are made a part of this Agreement.

COA, OWNER, and CITY agree to:

1. Scope of Work - Exhibit "A"

OWNER and CITY agree to:

2. Mortgage Deed - Exhibit "B"
3. Promissory Note - Exhibit "C"

Section 3. Certification: OWNER hereby certifies that he/she received, read, and

understands the rehabilitation contract terms, the Scope of Work, the general rehabilitation and construction process, and the services to be offered and performed on the Property.

Section 4. OWNER Responsibilities:

a. **OWNER** shall grant access to the Property during normal business hours to all parties involved in the rehabilitation process, including **COA,** anyone hired by **COA** to perform services, and the **CITY. COA** shall have easy access in and around the area of the home for operation of equipment necessary for the rehabilitation process. **OWNER** is required to move out of the Property and remove all personal items and pets in or associated with the location site throughout the duration of construction and until **COA** deems the property safe for occupancy.
Failure to allow **COA** access may result in termination of this Agreement and require repayment by the **OWNER** of all funds advanced to **COA** on the **OWNER's** behalf and any additional damages **COA** seeks from the **OWNER** and/or the **CITY.**

b. **OWNER** shall provide **COA** the use of power and water as needed to complete the repairs at no cost to **COA** or **CITY.**

c. **OWNER** shall be responsible for moving all personal possessions from the areas where work will be completed at minimum 48 hours prior to work commencing. Work will not commence until all personal property, inhabitants and vehicles have been removed from the Property. Neither **COA** nor the CITY shall be responsible for any damage caused to **OWNER's** personal property resulting from **OWNER's** failure to remove same from the Property. **COA** shall provide **OWNER** with a portable onsite storage container for safekeeping of belongings during construction. **CITY** and **COA** are not responsible for any damage that may occur to **OWNER's** personal property due to the use of a portable onsite storage container.

d. Before any repair work begins on the Property, **OWNER** shall participate in a walk-through with a representative from the CITY and **COA** to determine:

1. Final assessment of work that will be done at the Property;
2. Contractor's work schedule at the Property;
3. Specifications, materials, and methods that will be used to perform the work; and
4. Removal of debris and surplus material from the Property.

e. **OWNER** shall sign, post, and record with the Clerk of the Circuit Court and post a Notice of Commencement as required by Fla.Stat. § 713.13 before any work under this Agreement commences.

f. **OWNER** shall cooperate with **CITY** and **COA** to achieve the goals and objectives set out in this Agreement.

g. **OWNER** shall ensure that no materials are place in or outside of the Property that may materially affect the Project. This applies to all materials which may contain mold, mildew, pests, contaminants, or any other pathogens that may or may not be hazardous to the built environment.

Section 5. CITY Responsibilities:

a. **CITY's** duties under this Agreement are limited to approving the Scope of Work to be performed, providing final approval of the completed work, and rendering direct payment to **COA** for the agreed upon repairs.

b. **CITY** represents that as of the date of this Agreement it has sufficient SHIP funds available to make payment for the repair work in the actual amount invoiced up to but not to exceed **THREE HUNDRED AND FORTY-SIX THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS AND 00/100 CENTS ($346,431.00)** and that it will retain said funds to pay for the agreed upon repair to **OWNER'S** principal residence. **CITY** shall charge OWNER an additional **THREE THOUSAND FIVE HUNDRED SIXTY-NINE DOLLARS AND 00/100 CENTS ($3,569.00)** to pay for closing costs. This amount is only an estimate and it may be adjusted in the total mortgage when the work is completed. The amount of encumbered funds for this project is anticipated to total

THREE HUNDRED AND FIFTY THOUSAND DOLLARS AND 00/100 CENTS ($350,000.00).

c. **c. CITY shall not be responsible for any cost overruns in excess of the THREE HUNDRED AND FORTY-SIX THOUSAND FOUR HUNDRED THIRTY-ONE DOLLARS AND 00/100 CENTS ($346,431.00)** stated in subsection (b) above or for any work not expressly approved by CITY as set forth in Exhibit "A". **COA will be paid directly by the CITY for the completed work.**

d. **CITY** shall cooperate with **OWNER** to achieve the goals and objectives set forth in Exhibit "A".

e. If work can not be completed by **December** 31st, **2024** or approximately **270** days from the issuance of the first CITY permit, the City will seek an extension for the use of the funds from the Florida Housing Finance Corporation and, if granted, an amendment to this Agreement will be initiated.

Section 6. COA's Responsibilities:

a. **COA** agrees to protect, defend, and indemnify the CITY from any claims for work, labor, or materials with respect to the **COA's** performance. Final payment shall not be due until **COA** has delivered to **CITY** a complete release of all liens or a conditional release indicating balances owed and indemnifying the CITY from any further claims by any person for work completed, arising from, or related to, the **COA** 's performance.

b. Work and Completion Time: **COA** agrees to direct, supervise and manage all labor, accept and approve materials, provide equipment, obtain permits, maintain all applicable licenses, providing for the exclusion applicable to **COA** pursuant to Fla. Stat. § 489.103(18), and co-ordinate other services for the proper rehabilitation of the Property. All work shall be satisfactorily completed after the Notice to Proceed is received. All work shall be completed in a workmanlike manner according to standard practices. The estimated completion date for this project is on or about **December 31, 2024,** or approximately **270** days from issuance of the first CITY permit.

c. Time of Commencement: **COA shall not commence any work** until the CITY issues the written Notice to Proceed. Work shall begin no later than five (5) days after the receipt of the Notice to Proceed.

d. Contractor's Insurance: **COA** shall be responsible for all damages to persons or property that occur on the job site or adjacent thereto as a result of the **COA's** fault or negligence in connection with this Agreement. **COA** shall, prior to commencing work, furnish evidence to the CITY of required comprehensive liability insurance in an amount not less than $1,000,000.00 **CITY** as an additional insured.

e. Subcontracts: All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work on the Project, but this shall not relieve **COA** from any responsibility to the Owner for the proper completion of all work to be executed under this Agreement, and **COA** shall not be released from any responsibility resulting from all sub-contractual agreements between **COA** and a third party for completion of the work. **COA** shall be required to furnish to **OWNER** and **CITY,** in writing, a list of names of all subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

f. **COA** shall conduct, supervise, and direct the work using **COA** 's best skills and attention without interruption or interference.

g. **COA** shall provide **OWNER** and CITY with evidence that **COA** has secured and paid for all licenses and permits necessary for the proper execution of the work, and upon completion of the job shall provide evidence that all work has been inspected and approved by the appropriate local building inspectors.

h. **COA** shall not employ any unfit or underage person or anyone not skilled in the task assigned to them.

i. **COA** shall not assign this Agreement without the express written consent of the **OWNER**

and **CITY.**

j. **COA** shall be responsible for the acts and omissions of its contractors, agents and employees, and all subcontractors, their agents and employees, and all other persons performing any of the work on the above-described Project under this Agreement or as provided for in any approved change order.

k. **COA** shall keep the premises free from the accumulation of waste materials or rubbish caused by **COA's** work on a daily basis. All waste materials and debris from the rehabilitation shall be in an area outside, designated by **OWNER** at the pre-construction conference or otherwise in writing and be removed upon completion of the work.

l. **COA** shall permit the appropriate **CITY** employees to examine and inspect the work performed pursuant to this Agreement at any reasonable time and in any reasonable manner.

m. **COA** shall be liable for any inspection or re-inspection fees.

n. **COA** shall obtain the **OWNER's** approval of all finish material, products and colors as described in Exhibit "A" to be used in this rehabilitation. All colors chosen by the **OWNER** and **COA** shall be of a neutral color.

Section 7. Subcontracting: COA shall not be required to employ any subcontractors against whom it has a reasonable objection. **COA** agrees that it is as fully responsible to **OWNER** for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by it, as it is for the acts and omissions of itself or of any persons directly or indirectly employed by it. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the **OWNER** or the **CITY.**

Section 8. Equal Employment Opportunity: During the performance of this Agreement, **COA** agrees as follows: (1) COA will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, gender or sexual orientation. **COA** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, gender or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. **COA** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this nondiscrimination clause; (2) **COA** will, in all solicitations or advertisements for employees placed by or on behalf of **COA,** state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, gender or sexual orientation; (3) In the event of **COA** 's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and **COA** may be declared ineligible for further entering into contracts with the CITY in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule. regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Section 9. Time for Performance: All work to be performed by **COA** is estimated to be completed by **December 31, 2024,** or approximately **270** days from issuance of the first **CITY** permit. If **COA** refuses or fails to perform the work, the CITY may, by written notice to **COA,** terminate its right to proceed with the remainder of work under Exhibit "A" that has not yet been initiated or completed. In such event, **OWNER** may take over the work to complete performance of this Agreement. If **COA's** right to proceed is terminated, **OWNER** and **COA** shall defer to the terms of **COA** and **OWNER's** Homeowner Repair Agreement.

Section 10. Changes: It is agreed by the Parties hereto that all changes mutually agreed upon shall be in writing and signed by the Parties.

Section 11. Lien On Property: OWNER acknowledges and understands that CITY shall place a mortgage lien upon his/her property. The lien amount shall equal the total cost of rehabilitation plus, at the discretion of the **CITY,** the cost of documentary stamps, recording fees, surveys, title searches and any other fees or closing costs related to the rehabilitation process. In the event of any transfer, devise or change in ownership voluntarily or otherwise within THIRTY (30) YEARSs from the date of executing the mortgage and note, the mortgage shall become due and payable.

Section 12. Mortgage Modification: In the event the final cost of rehabilitation exceeds the mortgage and note, **OWNER** covenants and agrees to execute a Mortgage Modification Agreement for the final principal amount of assistance. Said Mortgage Modification Agreement shall be prepared by the CITY and recorded in the Public Records of Osceola County, Florida.

Section 13. Release of Liens: COA shall submit to **OWNER** and CITY proof of payment of all potential liens and a release of all liens prior to final payment of the consideration set forth herein.

Section 14. Compensation: OWNER agrees to compensate **COA** the actual amount invoiced up to but not exceeding **THREE HUNDRED AND FORTY-SIX THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS AND 00/100 CENTS ($346,431.00)** for the services and materials provided herein, which sum shall be disbursed by **CITY** on behalf of **OWNER.**

Section 15. Methods of Payment: OWNER agrees to pay **COA** in accordance with one of the following Options:

Option A. - Payment in full after final approval and acceptance of all the work by CITY and **OWNER,** for contracts of $5,000 or less.

Option B. - For contracts of more than $5,000, **COA** may receive no more than three (3) partial payments for up to seventy-five percent (75%) of the Agreement amount with ten percent (10%) retention at each draw for completed work in place. No payment shall be made for stored materials. Progress payments shall be made by the **CITY** within 20 working days of receipt of an invoice for completed work acceptable to **OWNER** and **CITY.**

Final payment shall be made upon completion of all work to the satisfaction of **OWNER** and **CITY,** receipt of all required releases of liens from **COA,** subcontractors, laborers and materialmen, evidence of the CITY' s Building Department's approval of work covered by permits, and an invoice from **COA.** All invoices shall list and briefly describe items of work completed and show the cost of each item as reflected in the Scope of Work and change orders (if applicable). **COA** shall also furnish **OWNER** with all manufacturers' and suppliers' guarantees and warranties covering materials and equipment furnished under this Agreement.

Section 16. Disputes: CITY shall, within a reasonable time, make decisions on all claims of **OWNER** or **COA** and on all other matters relating to the execution and progress of the work or the interpretation of this Agreement. **CITY's** decisions on all matters related to this Agreement shall be final.

Section 17. Workmanship: The work provided hereunder by **COA** shall be executed as indicated by the specifications, floor plans and drawings in the most sound and workmanlike manner. All work shall be performed in accordance with applicable local codes. All materials shall be new unless otherwise expressly set forth in this Agreement. Until acceptance of the work by **OWNER, COA** shall be responsible for all work and shall take every necessary precaution against injury or damage to the work. **COA** shall rebuild, repair, restore and make good, at its own expense, all

injuries or damages to any portion of the work occasioned by any natural causes before its completion and acceptance. Materials and equipment that have been removed and replaced as part of the work shall belong to **COA** unless specifically retained by **OWNER.**

COA shall be responsible for a general clean-up of the site after completion of the work. Trash, debris and excess materials must be hauled away and the premises cleaned and graded to a condition at least equal to that existing at the start of construction. Failure to comply fully with this requirement will result in withholding or delaying payment.

Section 18. Inspection of Work: **CITY** shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, or any public authority requires any work to be specifically inspected, tested or approved, **COA** shall give **CITY** timely notice of its readiness for inspection, and if the inspection is to be made by another authority, the **CITY** shall promptly notify the other authority. If any work should be covered without approval or consent of the **CITY,** it must, if required by **CITY,** be uncovered for examination at **COA** 's expense. If such work should be found not in accordance with this Agreement, including incorporated plans and specifications, **COA** shall make the necessary corrections. If **OWNER** deems it inexpedient to require **COA** to correct work harmed or not performed in accordance with this Agreement, an equitable deduction from the Agreement price shall be made. **OWNER** and/or **CITY** may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any previous payment to such extent as may be necessary to protect the **OWNER** from loss on account of defective work not remedied, claims filed, or responsible evidence indicating probable filing of claims, or failure of **COA** to make proper payment to its subcontractors or for materials and labor.

Section 19. Defects After Completion: Neither the final payment nor any provision in this Agreement nor a partial or entire use or occupancy of the premises by **OWNER** shall constitute an acceptance of work not done in accordance with this Agreement or relieve **COA** of liability in respect to any express warranties or responsibility for faulty materials or workmanship provided that the term of performance of this Agreement is not extended. **COA** shall remedy any defects in the work and pay for any damages to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work, unless a longer period of time is specified.

Section 20. Non-liability of the CITY: The rights of all contractors, subcontractors, sub-subcontractors, laborers, suppliers, and materialmen performing any work in connection with this Agreement, or furnishing any services, labor or materials thereto or to the Property, shall be subordinate and inferior to any rehabilitation lien(s) of the **CITY. CITY** shall not be liable to any materialmen, contractors, subcontractors, sub-subcontractors, laborers, suppliers or others for goods or services delivered by them in or upon the property or employed in the construction of any improvements thereon, or for any debts or claims accruing to any of said parties against **OWNER** or against the property; and it is distinctly understood and agreed that there is no contractual relationship, either express or implied, between CITY and any materialmen, contractors, subcontractors, sub-subcontractors, laborers, materialmen or any other persons supplying any work, labor or material. **OWNER** is not, and shall not be, the agent of the CITY for any purpose; nor shall **CITY** be the agent of the **OWNER** for any purpose, except, as to both, as may be specifically set forth herein. It is understood and agreed that no party shall be a third party beneficiary hereunder, except and unless it is specifically provided herein that any portion shall operate or inure to the use and benefit of a party, i.e., no subcontractor, sub-subcontractor or materialmen, laborer or supplier shall have any rights hereunder against **CITY,** or be entitled to the protection of any of the covenants herein contained, although such parties hereto shall be construed to create a partnership or joint venture between **OWNER** and **CITY** with respect to the funding provided by the **CITY.**

OWNER will not convey, encumber or impose a security interest on the property in any way without the consent of **CITY** (except for any lien in favor of the CITY and all advances made

and to be made hereunder), except for those permissible conveyances made with the consent of the **CITY,** nor shall the **OWNER** assign any rights under this Agreement or any advance or portion of any advance to be made hereunder without **CITY's** prior written consent.

The authority herein conferred upon CITY and any action taken by **CITY** or **CITY** 's agents or employees in making inspection of the premises, procuring sworn statements and waivers of liens, approving contracts and subcontracts and approving plans and specifications, will be taken by **CITY** and its agents or employees for its own protection only, and neither CITY nor its agents or employees shall be deemed to have assumed any responsibility to **OWNER** or any contractor or any other person or entity with respect to any such action herein authorized or taken by them or with respect to the proper construction and equipping of the Project, performance of this Agreement by **OWNER** or prevention of claims for mechanics or materialmen's liens.

To the fullest extent permitted by law, **OWNER** hereby agrees to protect, indemnify, defend and hold harmless CITY and its agents and employees from and against any and all liability, expense or damage of any kind or nature and from any suits, claims, or demands, including legal fees and expenses on account of any matter or thing or action or failure to act by the **CITY,** whether in suit or not, arising out of this Agreement or in connection herewith unless such suit, claim, or damage is caused solely by any act, omission or willful negligence of the **CITY,** its agents and employees.

Section 21. PUBLIC RECORDS. The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statues) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. **IF COA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, LINDA HANSELL.**

Section 22. Notice: Notices to be given by **OWNER** or **CITY** to **COA** shall be considered given for the purpose of this Agreement if mailed by regular mail to **COA.**

Section 23. Prohibition and Use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard:

A. GOVERNING LAWS AND REGULATIONS. The following laws and regulations apply to this Project:

- 40CFR Part 745 Lead-Based Paint Poisons and Prevention in Certain Residential Structures (EPA).
- 24CFR Part 35 Lead-Based Paint Poisoning Prevention in Certain Residential Structures (HUD).
- Lead Based Paint Poisoning and Prevention Act (42 U.S.C. 4822).
- Title X Lead-Based Paint Hazard Reduction Act of 1992.

B. APPLICABILITY - Renovations in pre-1978 housing must be compliant with the laws and regulations described in this Section.

c. LEAD BASED PAINT PROHIBITED - Neither **COA** nor its subcontractors shall use or permit the use of lead-based paint in any home.

D. PROCEDURES - Notification, evaluation, reduction and on-going maintenance procedures shall be in accordance with the regulations. **COA** is responsible for lead hazard reduction when reduction measures are necessary and specified. All defective paint

conditions in pre-1978 dwellings shall be assumed to involve lead-based paint and thus constitute health hazards that must be corrected, unless testing shows that lead is not present in painted surfaces at a level *above* 1.0 percent.

E. TREATMENT - All applicable surfaces testing positive for lead as defined herein shall be addressed and treated using methods prescribed in the regulations in order to prevent the ingestion of the contaminated paint.

F. DEFINITIONS

(i) "Applicable surface." All intact and non-intact interior and exterior painted surfaces of a residential structure.

(ii) "Lead-based paint surface." A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 mg/cm^2.

Section 2. Attorney's Fees and Costs: In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including fees and costs on any appeals and in any bankruptcy actions.

ESTIMATED COMPLETION DATE: December 31, 2024

THIS AGREEMENT AND ALL EXHIBITS HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

CITY OF KISSIMMEE, FLORIDA

BY: _____

CONTRACTOR:

COUNCIL ON AGING, INC., a Florida corporation

BY: _____

The foregoing instrument was acknowledged before me this 25th day of July, 2024, by means of ☐ physical presence or ☒ online notarization, Wendy Ford as CEO/President for Council on Aging, Inc., who is personally known to me or has produced identification.

Notary Seal:

JANICE L. NEWRICK-CASLER
MY COMMISSION # HH 217117
EXPIRES: March 21, 2026

Notary: _____

Print Name: Janice L. Newrick-Casler

My Commission Expires: March 21, 2026

OWNER:

BY: _____

STATE OF FLORIDA
COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this 26th day of July, 2024, by means of ☑ physical presence or ☐ online notarization, by _____ as _____ for **Norman Alan Fraser**, who is personally known to me or has produced identification.

Notary Seal:

BERNARD S. EDWARDS
Commission # HH 507760
Expires July 24, 2028

Notary: _____

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"
Scope of Work & Budget

EXHIBIT "A"
Scope of Work & Budget

Description	**Cost**
Demolition	$30,000.00
Modular Home	$186,350.00
Storage and Moving	$4900.00
Relocation Costs	$5,750.00
Construction	$44,250.00
Other Construction Fees	$23,750.00
TOTAL	**$295,000.00**
Project Management	$29,500.00
Contingency	$21,931.00
Total Contract Price	**$346,431.00**
Closing Costs	$3,569.00
Total Price	**$350,000.00**

EXHIBIT "B"
Mortgage Deed

PREPARED BY AND RETURN TO:
City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

This Instrument is given to City of Kissimmee, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.

MORTGAGE DEED FOR SHIP
REHABILITATION ASSISTANCE PROGRAM
City of Kissimmee, Florida

THIS MORTGAGE DEED, is made and entered into this_ day of _____, 2024, by **Norman Alan Fraser,** a single person hereinafter "MORTGAGOR", whose current mailing address is **1124 Lindsay Way, Kissimmee Fl 34744,** in favor of **CITY OF KISSIMMEE,** a municipal corporation of the State of Florida, hereinafter "MORTGAGEE", whose address is 101 Church St. Kissimmee, Florida 34741.

WI TN E S S ET H:

1. That for good and valuable consideration and in particular the sum of **THREE HUNDRED AND FIFTY THOUSAND DOLLARS AND 00/100 CENTS ($350,000.00)** through the issuance of that certain SHIP Program Mortgage Promissory Note in said amount and of even date herewith, attached hereto as Exhibit A (the "Note"), MORTGAGOR hereby grant, bargain, sell, promise, convey and confirm unto MORTGAGEE all of MORTGAGOR'S interest in that certain parcel of real property, together with all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property located at **1124 Lindsay Way, Kissimmee Fl 34744,** hereinafter the "Property", the legal description and parcel identification number for which are as follows:

Lots 1 and 2, MAGNOLIA TERRACE, according to the plat thereof, recoded in Plat Book 1, Page 310 of the Public Records of Osceola County, Florida.

Parcel Identification No: 22 25 29 1680 0001 0010

2. TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments, appurtenances thereto belonging and the rents, issues, and profits thereof, unto MORTGAGEE, in fee simple.

3. MORTGAGOR COVENANTS that MORTGAGORS are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant, and convey the Property and that the Property is unencumbered, except for encumbrances of record. The MORTGAGORS hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free and clear of all encumbrances except for a valid first and second mortgage previously approved by MORTGAGEE.

AND MORTGAGORS covenant with MORTGAGEE that MORTGAGORS are indefeasibly seized of said Property in fee simple; that MORTGAGORS have good right and lawful authority to convey said land as

aforesaid; that MORTGAGORS will make such further assurances to perfect fee simple title to said land in MORTGAGEE as may reasonably be required; that MORTGAGORS hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the Public Records of Osceola County, Florida as of the date hereof and/or the title insurance policy issued in connection with MORTGAGORS' granting of this Mortgage.

4. MORTGAGORS further covenant to use the improved Property as their occupied residence and that the Property shall not be sold, leased, conveyed, transferred or refinanced, which shall be deemed to include any new or additional financing without the prior, written consent of MORTGAGEE, for at least **THIRTY (30) YEARSs** from the date hereof except as otherwise provided in the Note, and applicable statutes and regulations.

5. MORTGAGORS covenant and agree to pay promptly when due the principal and interest, if any, under the Note secured hereby, provided; however, no payments shall be due so long as the Property remains occupied by MORTGAGORS as their personal residence and the Property is not refinanced leased, subleased, rented, transferred or conveyed to any other persons during the Affordability Period.

6. If MORTGAGORS shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven and be canceled on the **THIRTY (30) YEARS** anniversary of this Mortgage.

7. MORTGAGORS covenant and agree to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the Property. In the event MORTGAGORS fail to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of this Mortgage and the Note, MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGORS covenant and agree to keep the Property in good repair and to permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof, except for reasonable wear and tear.

9. MORTGAGORS covenant and agree to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to MORTGAGEE per the written authorization of MORTGAGEE. Said insurance policy or policies shall be held by and payable to MORTGAGEE and in the event any sum of money from such insurance policy or policies become payable, MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. MORTGAGEE shall account to MORTGAGOR for any surplus monies received by MORTGAGEE.

10. MORTGAGORS covenant and agree to pay or reimburse all costs, charges and expenses, including attorney's fees and title searches reasonably incurred or paid by MORTGAGEE because of the failure of MORTGAGORS to promptly and fully comply with this Mortgage, the Note or any other agreements, stipulations, conditions and covenants regarding the Property. Failure of MORTGAGORS to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default hereunder.

11. MORTGAGORS shall not execute an assumption or in any way transfer, assign or convey their obligations under this Mortgage and the Note secured hereunder without the proper written consent of MORTGAGEE.

12. Failure by MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver

of any rights under said instruments accrued or thereafter accruing.

13. If each and every agreement, stipulation, condition and covenant of either this Mortgage or the Note are not fully performed, complied with and abided by, then the outstanding, unforgiven principal balance of the Note shall forthwith or thereafter, at the option of MORTGAGEE, become due and payable. If MORTGAGORS fail to pay the sums then due, MORTGAGEE may seek all remedies allowed by law and equity to collect the full amount of the Mortgage Note, including but not limited to initiating foreclosure proceedings, obtaining a deficiency judgment against MORTGAGORS, and sale of the property.

14. REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST. MORTGAGEE requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice, at MORTGAGEES' address set forth on page one of this instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

NOTICE. Except for any notice required under applicable law to be given in another manner: (a) any notice to the MORTGAGORS provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the MORTGAGORS at the Property Address, and (b) any notice to the

MORTGAGEE shall be given by certified or registered mail, postage prepaid, sent to the CITY of Kissimmee; **ATTN: CITY Attorney's Office;** 101 Church Street; Kissimmee, Florida 34741-5054, or to such other address as may hereafter be designated by written notice from the MORTGAGEE to the MORTGAGOR.

15. In the event a senior mortgagee or other senior lienholder, its successors or assigns shall acquire the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any lien, security interest or other provision in this instrument or the Note shall no longer be of any force or effect and such persons shall take title free and clear of all such liens.

16. Whenever used, the terms MORTGAGORS and MORTGAGEE shall include all Parties to this instrument, their heirs, successors, legal representatives and assigns and references to any Note shall mean all notes secured by this Mortgage, if more than one exists.

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

Witnesses:

_____
Signature

_____
Print Name and Address

_____
Signature

_____
Print Name and Address

Mortgagor:

_____
Norman Alan Fraser

STATE OF FLORIDA
COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this _ day of _____, 2024, by means of□ physical presence or □ online notarization, by _____as _____ for **Norman Alan Fraser,** who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____

(End of Mortgage - Deferred Payment Promissory Note Attached as Exhibit "C")

EXHIBIT "C"

PREPARED BY AND RETURN TO:
City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

This Instrument is given to City of Kissimmee, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.

DEFERRED PAYMENT PROMISSORY NOTE FOR SHIP REHABILITATION ASSISTANCE PROGRAM CITY OF KISSIMMEE, FL

PRINCIPAL AMOUNT: **THREE HUNDRED AND FIFTY THOUSAND DOLLARS AND 00/100 CENTS ($350,000.00)**

DATED DATE: _____

MATURITY DATE: _____

MAKERS: Norman Alan Fraser
1124 Lindsay Way
Kissimmee, Florida 34744

HOLDER: **CITY OF KISSIMMEE, FLORIDA**
101 Church St.
Kissimmee, Florida 34741

1. FOR VALUE RECEIVED, MAKERS promise to pay to the order of HOLDER the sum of **THREE HUNDRED AND FIFTY THOUSAND DOLLARS AND 00/100 CENTS ($350,000.00)** on_____2024 in lawful money of the United States, at 101 Church Street, Kissimmee, Florida 34741, or at such other place as HOLDER may designate in writing.

2. This Promissory Note (the "Note") is secured by that certain Mortgage of even date herewith given by MAKER on certain real property, the address of which is **1124 Lindsay Way, Kissimmee Fl 34744,** hereinafter the "Property", the legal description and parcel identification number for which are as follows:

Lots 1 and 2, MAGNOLIA TERRACE, according to the plat thereof, recoded in Plat Book 1, Page 310 of the Public Records of Osceola County, Florida.

Parcel Identification No: 22 25 29 1680 0001 0010

3. If MAKERS fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, for a period of **THIRTY (30) YEARS,** then this Note and the Mortgage security interest with respect thereto shall cease, determine, be deemed fully satisfied, forgiven and be canceled according to the terms and conditions

contained herein.

4. If MAKERS fail to use the Property in the manner as required by this instrument and the attached Mortgage or shall be in default for any of the reasons set forth below or in default of any covenant of the Mortgage Deed, then all outstanding sums due under this Note. Payment in full shall be made within TEN (10) days of the declaration of default.

5. Beginning with year 6, the balance on the loan will be prorated with a deduction of four percent (20%) per year;

6. MAKERS shall use the proceeds of this Note only for the purpose of rehabilitation of the Property in the manner as represented to HOLDER.

7. An event of default shall also include the following:

(a) Failure of MAKERS to use the Note proceeds for rehabilitation of the Property.

(b) Failure to pay the outstanding principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is refinanced, rented, leased, subleased, sold, transferred, conveyed or transferred or MAKERS otherwise cease to occupy the Property as their residence prior to the maturity date or the expiration of the **THIRTY (30) YEARS** Affordability Period, as defined in the Mortgage Deed.

(c) Leasing or renting any part of the property within **THIRTY (30) YEARS** of the date of execution of this Note and the Mortgage securing it.

(d) Refinancing the property without prior consent from the **CITY.**

(e) The destruction or abandonment of the improvements on the subject Property by MAKERS or their successors.

(f) Failure to pay applicable property taxes on the Property and improvements.

(g) Failure to maintain adequate hazard insurance on the Property and improvements.

(h) Failure to comply with the terms, conditions and use restrictions of this Note and the accompanying SHIP Mortgage Deed of even date herewith, the terms of which are incorporated herein by reference.

(i) Failure to comply with the terms of the any other mortgage on the Property.

8. MAKERS reserve the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by MAKER.

9. MAKERS waive presentment, demand, protest and notice of maturity, non-payment and all other requirements necessary to hold it liable as a MAKER and endorser.

10. MAKERS agree to pay all costs of collections incurred by HOLDER, including reasonable attorney's fees, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof or in case it becomes necessary to protect the security hereof, whether suit be brought or not. The parties agree to waive any right to trial by jury arising under this NOTE and further agree that the law to be applied in interpretation shall be the law of the State of Florida. Any action shall be heard in the appropriate court of Osceola County.

11. Upon default in payment of the principal when due or any other default under the terms of the

Mortgage Deed and this Note, the whole sum of principal and any other remaining unforgiven and unpaid amount hereunder shall, at the option of HOLDER, become immediately due and payable.

12. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

[The balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, MAKER has signed and sealed this document on the day and year first written above.

Witnesses:

_____
Signature

_____
Print Name and Address

_____
Signature

_____
Print Name and Address

Mortgagor:

_____
Norman Alan Fraser

STATE OF FLORIDA
COUNTY OF
OSCEOLA

The foregoing instrument was acknowledged before me this day of _____, 2024, by means of □ physical presence or □ online notarization, by _____as _____ for **Norman Alan Fraser,** who is personally known to me or has produced identification.

Notary Seal:

Notary:_____

Print Name: _____

My Commission Expires: _____

(End of Deferred Payment Promissory Note)

EXHIBIT D
REQUEST FOR PAYMENT

CONTRACTOR PAYMENT REQUEST# _____

Property Address: _____

Contractor: _____
Address: _____ City: _____

Agreement Amount: $__ This Payment: $_____

Payment: __ Partial __ Final

Contractor:
I hereby request an inspection to receive payment in the amount above. I certify that I have satisfactorily completed the necessary work to justify this request and all bills incurred for labor used and material furnished in making said repairs and improvements have been paid in full to this date. See attached cost breakdown.

Contractor's Signature Date

Property Owner:
I/We hereby agree that the work stated by the Contractor has been completed and approve payment to the Contractor in accordance with the Contract and contingent upon inspection and concurrence by the Construction Advisor. It is understood that the actual amount disbursed will be based on the findings of that inspection.

Owner's Signature Date

City of Kissimmee:
I hereby certify that all work is completed as indicated on the Contractor's payment request and hereby approve the payment to the Contractor in the amount of $ _____

Frances De Jesus Date
Housing and Community Development Manager
(407) 518-2156
frances.dejesus@kissimmee.gov

EXHIBIT E
CHANGE ORDER#____

OWNER NAME	
PROPERTY ADDRESS	
CONTRACTOR NAME	

The Contract for Rehabilitation Work entered into on _____, 2024 by and between the above Owner and CONTRACTOR, is hereby amended to include the following changes, additions and/or deletions to the work:

ITEM	DESCRIPTION OF WORK TO BE CHANGED	AMOUNT
1.		
2.		
3.		
	TOTAL CHANGE ORDER AMOUNT	

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by $ _____ for a new total of $ _____

The work completion deadline is_____ The deadline is: □extended to _____ ☐not extended

Contractor Signature Date Owner Signature Date

City of Kissimmee:

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the Owner.

Frances De Jesus Date
Housing & Community Development Manager

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the City pursuant to approval.

Frances De Jesus Date
Housing & Community Development Manager

ITEM 7.R
Disposal of City Assets

Request

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

Explanation

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

The items included on the attached list are slated to be auctioned, junked or scrapped and have not previously been approved for disposition by the City Commission. These items will be placed up for auction via George Gideon Auctioneers, Inc. online auction.

Recommendation

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

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance
Presenter:

Attachment(s):
1. August 2024 Auction

City of Kissimmee
Surplus Property Auction List
Aug-24 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION		MODEL	SERIAL #	CITY #
DR090	2009 KUBOTA RTV 900 UTILITY CART	DR090		97022	20428
PD348	2005 CHEVY IMPALA	PD348		2G1WF52K259350627	19407
POLICE	MISC ITEMS IN PD348				N/A
PD489	2009 FORD CROWN VICTORIA	PD489		2FAHP71V09X134268	20693
POLICE	MISC ITEMS IN PD489				N/A
PW-ADMIN	METAL TRIPOD				N/A
PW-ADMIN	PORTABLE A/C				N/A
PW-ADMIN	SWITCHBOARD				N/A
PW-ADMIN	2 ROUND TABLES				N/A
PW-ADMIN	38 GRAY CHAIRS				N/A
PW-ADMIN	GRAY METAL STORAGE CABINET				N/A
PW-ADMIN	RED FIRE PANEL				N/A
PW-ADMIN	2 WOODEN BOOKSHELVES				N/A
PW-ADMIN	11 COMMERCIAL METAL SELF FRAMES				N/A
PW-ADMIN	6 CHAIRS				N/A
PW-ADMIN	BLACK RECLINER				N/A
PW-ADMIN	HONEYWELL MPA2 DOOR ACCESS CONTROL SYS				N/A
PW-ADMIN	4 BROTHER PRINTERS				N/A
PW-ADMIN	DELL PRINTER				N/A
PW-ADMIN	BURGUNDY METAL STORAGE CABINET				N/A
PW-ADMIN	METAL BENCH				N/A
PW-ADMIN	SIGNODE STRAPPING DISPENSER				N/A
PW-ADMIN	SOFA				N/A
PW-ADMIN	WOODEN DESK				N/A
PW-ADMIN	3 BOXES AUDIO EQUIPMENT				N/A
PW-ADMIN	FUJITSU FI-7030 SCANNER				N/A
PW-ADMIN	CHALKBOARD STAND				N/A
PW-ADMIN	2 MOBILE COLD FOOD TABLE				N/A
PW-ADMIN	VENDING CART				N/A
PW-FACILITIES	1,000 GALLON PROPANE TANK				N/A

City of Kissimmee
Surplus Property Auction List
Aug-24 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
FIRE	MOTOROLA RADIO APX7000XE			23508
FIRE	MOTOROLA RADIO XTL1500			21339
FIRE	MOTOROLA RADIO XTL1500			21445
FIRE	MOTOROLA RADIO XTL1500			21459
FIRE	MOTOROLA RADIO XTL1500			21461
FIRE	MOTOROLA RADIO XTL1500			19738
HR	4 DESK CHAIRS			N/A
HR	LAPTOP ACCESSORIES			N/A
PARKS	ICE MAKER	C370	940620906	20352
POLICE	FREEMOTION REFLEX T77		GG62029700050	23746
POLICE	FREEMOTION TREADMILL		FF400290033	23244
POLICE	BARSKA BINOCULARS	24X50		N/A
POLICE	RONHAM BINOCULARS	20X50		N/A
POLICE	L3 COMMUNICATIONS VIDEO SYSTEM		FB026711	25298
PW-FACILITIES	DAMAGED WOOD PANELS			N/A
PW-FACILITIES	DAMAGED GLASS			N/A
PW-FACILITIES	ROT WOOD SHEETS			N/A
PW-FACILITIES	5 OLD DOOR FRAMES			N/A
PW-FACILITIES	3 METAL SLATES ON WHEELS			N/A
PW-FACILITIES	2 ROLLS OF DAMAGED INSULATION SHEETS			N/A
PW-FACILITIES	5 RECTANGULAR FOLDER PLASTIC TABLES			N/A
PW-FACILITIES	2 BROKEN WOOD SHELVES			N/A
PW-FACILITIES	6 MANIKINS			N/A
PW-FACILITIES	3 CHRISTMAS TREES			N/A
PW-FACILITIES	GATE OPENER			N/A
PW-FACILITIES	BROKEN WOOD CONSOLE			N/A
PW-FACILITIES	SANTA CLAUSE INFLATABLE			N/A
PW-FACILITIES	CHRISTMAS TREE BASES			N/A
PW-FACILITIES	SANTA CLAUSE PLASTIC STATUE			N/A
PW-FACILITIES	CHRISTMAS LIGHTING WIRES			N/A
PW-FACILITIES	FIRE PANEL			N/A
PW-FACILITIES	OFFICE MISC.			N/A
PW-FACILITIES	CHRISTMAS DECORATIONS			N/A
PW-FACILITIES	HP PRINTER			N/A

PW-FACILITIES	MODEMS			N/A
PW-FACILITIES	METAL RODS			N/A
PW-FACILITIES	RED METAL STANDS			N/A
PW-FACILITIES	OUTDOOR SEATING METAL BASES			N/A
PW-FACILITIES	ELECTRICAL PANEL			N/A
PW-FACILITIES	DAMAGED WOOD PARTITIONS			N/A
PW-FACILITIES	4 DAMAGED WOODEN CHAIRS			N/A
PW-FACILITIES	TAXIDERMY ANIMALS HEADS			N/A
PW-FACILITIES	HALLOWEEN DECOROATIONS			N/A
PW-FACILITIES	DAMAGED HALLOWEEN BARSTOOL			N/A
PW-FACILITIES	2 OLD SPEAKERS			N/A
PW-FACILITIES	METAL STAND			N/A
PW-FACILITIES	2 CRAFTSMAN AIR COMPRESSORS			N/A
PW-FACILITIES	2 LAWN MOWER MACHINE			N/A
PW-FACILITIES	WOODEN UPRIGHT PIANO			N/A
PW-FACILITIES	CRAFTSMAN SAW MACHINE			N/A
PW-FACILITIES	BROKEN PROJECTOR LENS			N/A
PW-FACILITIES	STAND FAN			N/A
PW-FACILITIES	RUSTED METAL STAND			N/A
PW-FACILITIES	CONDITION TRAP			N/A
PW-FACILITIES	3 CONTROL PANELS WITH POLES			N/A
PW-FACILITIES	3 ELECTRICAL POLE BASE			N/A

ITEM 7.S

First Amendment to the contract with Global Public Safety, LLC for Emergency Vehicle Upfitting Services

Request

Approval to extend the current contract with Global Public Safety, LLC for upfitting of the Police Department's vehicle (contract 20230085) through June 1, 2029 and for the Mayor to execute the First Amendment extending the term through June 1, 2029.

Explanation

The Police Department entered into a contract with Global Public Safety, LLC on April 7, 2021. This contract provides for the upfitting of vehicles purchased for police department use with equipment necessary to carry out those functions. Global Public Safety, LLC has met all the requirements of the contract. The original contract ended June 1, 2024.

This request is to renew the contract through June 1, 2029 by amendment of the original contract.

Recommendation

Approval to extend the current contract with Global Public Safety, LLC for upfitting of the Police Department's vehicle through June 1, 2029 and for the Mayor to execute the First Amendment to contract 20230085 extending the term through June 1, 2029.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):

1. (S) - Global Public Safety - 1st Amendment (draft) wcm edits

FIRST AMENDMENT TO AGREEMENT
BETWEEN GLOBAL PUBLIC SAFETY, LLC AND
THE CITY OF KISSIMMEE

THIS FIRST AMENDMENT is made this _____day of _____, 2024 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the "City") and **GLOBAL PUBLIC SAFETY, LLC**, whose address is 7449 Race Road, Hanover, MD 21076, (hereinafter referred to as "Contractor"), together referred to as the "Parties," and each represents as follows:

WITNESSETH

WHEREAS, on April 7, 2021, City and Contractor entered into an agreement for emergency vehicle upfitting services (hereinafter referred to as "Agreement") and the initial term of the Agreement is set to expire; and

WHEREAS, the Agreement was procured by cooperative purchasing utilizing Federal Government competitive bidding and selection process Solicitation Number: 47QSMD20R0001, and United States General Services Administration, (GSA) Contract Number: GS-30F-030BA (hereinafter referred to as "Master Agreement") with Contractor; and

WHEREAS, the Parties may extend the Agreement upon the extension of the Master Agreement; and

WHEREAS, the Master Agreement was extended through June 1, 2029; and

WHEREAS, the City and Contractor now mutually desire to extend the Agreement for an additional five (5) years pursuant to the terms of the Agreement; and

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:

1. **Section 3 is hereby amended as follows:**

3. **TERM.** The Term of this Agreement shall be from the time of execution of the Agreement through June 1, 2024, the date of the expiration of the initial term of the Master Purchase Agreement. Upon extension of the Master Purchase Agreement, the Parties have agreed to extend this agreement for one, five (5) year term from June 2, 2025 through June 1, 2029. The Parties may agree to extend this Agreement, if the Master Purchase Agreement is extended by GSA, for one additional five (5) year term.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect, as originally set forth in said Agreement, for the remainder of the Term.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this License effective the _____ day of _____, 2024.

Contractor: GLOBAL PUBLIC SAFETY, LLC

By: _____

Title: _____

Date: _____

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by means of ☐ physical presence or ☐ online notarization by _____ as _____ for Global Public Safety, LLC, a corporation, who is personally known to me or has produced identification.

Notary Seal:

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

CITY OF KISSIMMEE

By:_____
Olga Gonzalez, Mayor-Commissioner

Date:_____

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

ITEM 7.T

Amended & Restated Interlocal Agreement for Golden Knight Boulevard Maintenance and City Ownership of Golden Knight Boulevard

Request

Request acceptance of the Special Warranty Deed transferring ownership of Golden Knight Boulevard to the City, and approval of the Amended & Restated Interlocal Agreement between the City of Kissimmee and the Knightsbridge Community Development District (CDD) for the maintenance and ownership of Golden Knight Boulevard.

Explanation

The City of Kissimmee and the Knightsbridge Community Development District (CDD) previously entered into an Interlocal Agreement on September 12, 2023, regarding the maintenance and ownership of Golden Knight Boulevard. Due to recent changes in the plan for ownership and maintenance, an Amended & Restated Interlocal Agreement has been proposed. The amended agreement specifies that the Knightsbridge CDD will transfer ownership of Golden Knight Boulevard to the City of Kissimmee via a Special Warranty Deed. The CDD will continue to maintain the landscaping on the Boulevard, ensuring it adheres to the City's standards and does not interfere with public use or create safety hazards.

Recommendation

Acceptance of the Special Warranty Deed transferring ownership of Golden Knights Blvd to the City, and approval of the Amended & Restated Interlocal Agreement between the City of Kissimmee and the Knightsbridge Community Development District (CDD) for the maintenance and ownership of Golden Knight Boulevard.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. 7.30.2024 Special Warranty Deed to City of Kissimmee - Executed by CDD
2. Golden Knight Blvd Legal Description
3. (S) Amended & Restated Interlocal Agreement for Golden Knight Blvd. (City and Knightsbridge CDD)- Partially Executed

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine LLP
P.O. Box 3353
Orlando, Florida 32802

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of this 30 day of July, 2024 by **KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the "Grantor") whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, to the **CITY OF KISSIMMEE, FLORIDA**, a political subdivision of the State of Florida, organized and existing under the laws of the State of Florida, whose mailing address is 101 Church Street, Kissimmee, Florida, 34741 (the "Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

That the Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS ($10.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Osceola County, Florida, more particularly described as follows (the "Property").

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenant with Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby specially warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2024 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence:

"GRANTOR"

KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

(Signature)

Logan Lantrip
(Print Name)

Address: ~~3344~~ 6675 Westwood Blvd 5th, Orlando, 32821

By: _____

Print: Adam Morgan

Title: Chairman

Address: c/o Lennar Homes, LLC
6675 Westwood Blvd., 5th Floor
Orlando, Florida 32821

(Signature)

Jarred Cornell
(Print Name)

Address: 6675 Westwood Blvd. 5th Floor, Orland, FL, 32821

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 30 day of July, 2024, by Adam Morgan, as Chairman of the Board of Supervisors of the **KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on behalf of the Knightsbridge Community Development District. Said person is [✓] personally known to me or [ ] has produced _____ as identification.

LINDA E. CHAMBERS
MY COMMISSION # HH 431760
EXPIRES: September 4, 2027

Linda E. Chambers
Notary Public; State of Florida
Print Name: LINDA E. CHAMBERS
Comm. Exp.: 9-4-27; Comm. No.: 431760

EXHIBIT "A"

Description of the Property

[See attached.]

EASEMENT PARCEL (TRACT TR-1)

A PARCEL OF LAND LYING WITHIN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" X 5" CONCRETE MONUMENT LABELED "G.A.C", MARKING THE NORTHEAST CORNER OF POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, AS RECORDED IN PLAT BOOK 3, PAGE 238 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE SOUTH 00°23'35" EAST, ALONG THE EAST LINE OF SAID PLAT OF POINCIANA OFFICE AND INDUSTRIAL PARK, A DISTANCE OF 53.80 FEET; THENCE, DEPARTING SAID EAST LINE, NORTH 89°46'24" EAST, A DISTANCE OF 804.72 FEET TO THE POINT OF BEGINNING; SAID POINT BEING A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 21°40'04", A CHORD THAT BEARS NORTH 21°40'16" WEST, A DISTANCE OF 9.40 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.45 FEET TO A POINT ON A REVERSE CURVE TO THE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 36°38'34", A CHORD THAT BEARS NORTH 14°11'01" WEST, A DISTANCE OF 62.87 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 63.95 FEET TO A POINT ON SAID CURVE TO A POINT ON A REVERSE CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 58°40'04", A CHORD THAT BEARS NORTH 25°11'45" WEST, A DISTANCE OF 24.49 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 25.60 FEET TO A POINT ON SAID CURVE; THENCE NORTH 54°31'49" WEST, A DISTANCE OF 322.25 FEET; TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 31°36'40", A CHORD THAT BEARS NORTH 70°20'07" WEST, A DISTANCE OF 81.71 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 82.76 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 86°08'27" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 167.57 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 16°55'34", A CHORD THAT BEARS NORTH 77°40'41" WEST, A DISTANCE OF 64.76 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 64.99 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 69°12'54" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 100.14 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 31°45'00", A CHORD THAT BEARS NORTH 53°20'24" WEST, A DISTANCE OF 120.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 121.91 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 37°27'54" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 31°45'00", A CHORD THAT BEARS NORTH 21°35'24" WEST, A DISTANCE OF 120.36 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 121.91 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 05°42'54" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 31°45'00", A CHORD THAT BEARS NORTH 10°09'36" EAST, A DISTANCE OF 120.36 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 121.91 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 26°02'06" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE

WEST, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 24°26'46", A CHORD THAT BEARS NORTH 13°48'43" EAST, A DISTANCE OF 59.28 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.73 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 01°35'20" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WEST, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 26°32'03", A CHORD THAT BEARS NORTH 11°40'42" WEST, A DISTANCE OF 64.26 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 64.84 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 24°56'43" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 31°45'00", A CHORD THAT BEARS NORTH 40°49'13" WEST, A DISTANCE OF 76.59 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.58 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 56°41'43" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 101.53 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 24°04'24", A CHORD THAT BEARS NORTH 44°39'31" WEST, A DISTANCE OF 91.76 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 92.43 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 32°37'20" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 208.35 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A CHORD THAT BEARS NORTH 77°37'20" WEST, A DISTANCE OF 42.43 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.12 FEET TO A POINT OF NON-TANGENCY ON SAID CURVE, SAID POINT ALSO BEING LOCATED IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF POINCIANA BOULEVARD, A 200 FEET WIDE PUBLIC RIGHT OF WAY, THENCE NORTH 57°22'40" EAST, ALONG SAID NON-TANGENT SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 140.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A CHORD THAT BEARS SOUTH 12°22'40" WEST, A DISTANCE OF 42.43 FEET; THENCE, DEPARTING SAID NON-TANGENT SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 32°37'20" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 208.36 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 24°04'23", A CHORD THAT BEARS SOUTH 44°39'32" EAST, A DISTANCE OF 58.39 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.82 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 56°41'43" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 101.53 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 31°45'00", A CHORD THAT BEARS SOUTH 40°49'13" EAST, A DISTANCE OF 120.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 121.91 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 24°56'43" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 26°32'03", A CHORD THAT BEARS SOUTH 11°40'42" EAST, A DISTANCE OF 100.98 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 101.88 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 01°35'20" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT,

CONCAVE WEST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 24°26'46", A CHORD THAT BEARS SOUTH 13°48'43" WEST, A DISTANCE OF 93.16 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 93.87 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 26°02'06" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 31°45'00", A CHORD THAT BEARS SOUTH 10°09'36" WEST, A DISTANCE OF 76.59 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.58 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 05°42'54" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 31°45'00", A CHORD THAT BEARS SOUTH 21°35'24" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.58 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 37°27'54" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 31°45'00", A CHORD THAT BEARS SOUTH 53°20'24" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.58 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 69°12'54" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 100.14 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 16°55'34", A CHORD THAT BEARS SOUTH 77°40'41" EAST, A DISTANCE OF 41.21 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 41.36 FEET TO A POINT OF NON-TANGENCY WITH A LINE; THENCE SOUTH 86°08'27" EAST ALONG SAID NON-TANGENT LINE, A DISTANCE OF 168.08 FEET TO A POINT OF NON-TANGENCY OF CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 31°29'05", A CHORD THAT BEARS SOUTH 70°16'20" EAST, A DISTANCE OF 124.80 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 126.39 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 54°31'47" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 322.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 58°40'04", A CHORD THAT BEARS SOUTH 83°51'49" EAST, A DISTANCE OF 24.49 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 25.60 FEET TO A POINT ON A REVERSE CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 213°20'40", A CHORD THAT BEARS SOUTH 60°31'31" EAST, A DISTANCE OF 191.59 FEET; THENCE SOUTHEASTERLY THEN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 372.36 FEET TO A POINT OF REVERSE CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 67°13'53", A CHORD THAT BEARS SOUTH 66°13'53" WEST, A DISTANCE OF 27.68 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29.34 FEET TO A POINT OF NON-TANGENCY WITH A LINE; THENCE NORTH 62°09'48" WEST ALONG SAID NON-TANGENT LINE, A DISTANCE OF 50.08 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 01°01'14", A CHORD THAT BEARS NORTH 28°53'39" EAST, A DISTANCE OF 7.57 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.57 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, CONCAVE WEST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 40°14'30", A CHORD THAT BEARS NORTH 09°17'01" EAST, A

DISTANCE OF 17.20 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 17.56 FEET TO A POINT OF NON-TANGENCY OF SAID CURVE TO THE POINT OF BEGINNING.

CONTAINING 211,485 SQUARE FEET OR 4.855 ACRES, MORE OR LESS.

EASEMENT PARCEL (TRACT TR-1)

A PARCEL OF LAND LYING WITHIN SECTION 35, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" X 5" CONCRETE MONUMENT LABELED "G.A.C", MARKING THE NORTHEAST CORNER OF POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, AS RECORDED IN PLAT BOOK 3, PAGE 238 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE SOUTH 00°23'35" EAST, ALONG THE EAST LINE OF SAID PLAT OF POINCIANA OFFICE AND INDUSTRIAL PARK, A DISTANCE OF 53.80 FEET; THENCE, DEPARTING SAID EAST LINE, NORTH 89°46'24" EAST, A DISTANCE OF 804.72 FEET TO THE POINT OF BEGINNING; SAID POINT BEING A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 21°40'04", A CHORD THAT BEARS NORTH 21°40'16" WEST, A DISTANCE OF 9.40 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.45 FEET TO A POINT ON A REVERSE CURVE TO THE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 36°38'34", A CHORD THAT BEARS NORTH 14°11'01" WEST, A DISTANCE OF 62.87 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 63.95 FEET TO A POINT ON SAID CURVE TO A POINT ON A REVERSE CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 58°40'04", A CHORD THAT BEARS NORTH 25°11'45" WEST, A DISTANCE OF 24.49 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 25.60 FEET TO A POINT ON SAID CURVE; THENCE NORTH 54°31'49" WEST, A DISTANCE OF 322.25 FEET; TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 31°36'40", A CHORD THAT BEARS NORTH 70°20'07" WEST, A DISTANCE OF 81.71 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 82.76 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 86°08'27" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 167.57 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 16°55'34", A CHORD THAT BEARS NORTH 77°40'41" WEST, A DISTANCE OF 64.76 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 64.99 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 69°12'54" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 100.14 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 31°45'00", A CHORD THAT BEARS NORTH 53°20'24" WEST, A DISTANCE OF 120.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 121.91 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 37°27'54" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 31°45'00", A CHORD THAT BEARS NORTH 21°35'24" WEST, A DISTANCE OF 120.36 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 121.91 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 05°42'54" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 31°45'00", A CHORD THAT BEARS NORTH 10°09'36" EAST, A DISTANCE OF 120.36 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A

DISTANCE OF 121.91 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 26°02'06" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WEST, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 24°26'46", A CHORD THAT BEARS NORTH 13°48'43" EAST, A DISTANCE OF 59.28 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 59.73 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 01°35'20" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WEST, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 26°32'03", A CHORD THAT BEARS NORTH 11°40'42" WEST, A DISTANCE OF 64.26 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 64.84 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 24°56'43" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 31°45'00", A CHORD THAT BEARS NORTH 40°49'13" WEST, A DISTANCE OF 76.59 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.58 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 56°41'43" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 101.53 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 24°04'24", A CHORD THAT BEARS NORTH 44°39'31" WEST, A DISTANCE OF 91.76 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 92.43 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 32°37'20" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 208.35 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A CHORD THAT BEARS NORTH 77°37'20" WEST, A DISTANCE OF 42.43 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.12 FEET TO A POINT OF NON-TANGENCY ON SAID CURVE, SAID POINT ALSO BEING LOCATED IN THE SOUTHEASTERLY RIGHT OF WAY LINE OF POINCIANA BOULEVARD, A 200 FEET WIDE PUBLIC RIGHT OF WAY, THENCE NORTH 57°22'40" EAST, ALONG SAID NON-TANGENT SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 140.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 90°00'00", A CHORD THAT BEARS SOUTH 12°22'40" WEST, A DISTANCE OF 42.43 FEET; THENCE, DEPARTING SAID NON-TANGENT SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 32°37'20" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 208.36 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 24°04'23", A CHORD THAT BEARS SOUTH 44°39'32" EAST, A DISTANCE OF 58.39 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.82 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 56°41'43" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 101.53 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 31°45'00", A CHORD THAT BEARS SOUTH 40°49'13" EAST, A DISTANCE OF 120.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 121.91 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 24°56'43" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE

TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 26°32'03", A CHORD THAT BEARS SOUTH 11°40'42" EAST, A DISTANCE OF 100.98 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 101.88 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 01°35'20" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 24°26'46", A CHORD THAT BEARS SOUTH 13°48'43" WEST, A DISTANCE OF 93.16 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 93.87 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 26°02'06" WEST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 31°45'00", A CHORD THAT BEARS SOUTH 10°09'36" WEST, A DISTANCE OF 76.59 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.58 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 05°42'54" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 31°45'00", A CHORD THAT BEARS SOUTH 21°35'24" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.58 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 37°27'54" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 31°45'00", A CHORD THAT BEARS SOUTH 53°20'24" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.58 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 69°12'54" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 100.14 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 16°55'34", A CHORD THAT BEARS SOUTH 77°40'41" EAST, A DISTANCE OF 41.21 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 41.36 FEET TO A POINT OF NON-TANGENCY WITH A LINE; THENCE SOUTH 86°08'27" EAST ALONG SAID NON-TANGENT LINE, A DISTANCE OF 168.08 FEET TO A POINT OF NON-TANGENCY OF CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 31°29'05", A CHORD THAT BEARS SOUTH 70°16'20" EAST, A DISTANCE OF 124.80 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 126.39 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 54°31'47" EAST ALONG SAID TANGENT LINE, A DISTANCE OF 322.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 58°40'04", A CHORD THAT BEARS SOUTH 83°51'49" EAST, A DISTANCE OF 24.49 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 25.60 FEET TO A POINT ON A REVERSE CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 213°20'40", A CHORD THAT BEARS SOUTH 60°31'31" EAST, A DISTANCE OF 191.59 FEET; THENCE SOUTHEASTERLY THEN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 372.36 FEET TO A POINT OF REVERSE CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 67°13'53", A CHORD THAT BEARS SOUTH 66°13'53" WEST, A DISTANCE OF 27.68 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29.34

FEET TO A POINT OF NON-TANGENCY WITH A LINE; THENCE NORTH 62°09'48" WEST ALONG SAID NON-TANGENT LINE, A DISTANCE OF 50.08 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 01°01'14", A CHORD THAT BEARS NORTH 28°53'39" EAST, A DISTANCE OF 7.57 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 7.57 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, CONCAVE WEST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 40°14'30", A CHORD THAT BEARS NORTH 09°17'01" EAST, A DISTANCE OF 17.20 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 17.56 FEET TO A POINT OF NON-TANGENCY OF SAID CURVE TO THE POINT OF BEGINNING.

CONTAINING 211,485 SQUARE FEET OR 4.855 ACRES, MORE OR LESS.

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine LLP
P.O. Box 3353
Orlando, Florida 32802

AMENDED & RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF KISSIMMEE, FLORIDA AND THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE MAINTENANCE AND OWNERSHIP OF GOLDEN KNIGHT BOULEVARD

THIS AMENDED & RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF KISSIMMEE, FLORIDA AND THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE MAINTENANCE AND OWNERSHIP OF GOLDEN KNIGHT BOULEVARD (the "Amended Interlocal Agreement"), dated as of _____, 2024, is entered into by and between the **CITY OF KISSIMMEE, FLORIDA** (the "City"), a political subdivision of the State of Florida, organized and existing under the laws of the State of Florida, whose mailing address is 101 Church Street, Kissimmee, Florida, 34741, and the **KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT** (the "District"), a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801. This Amended Interlocal Agreement amends and restates in its entirety that certain **INTERLOCAL AGREEMENT BETWEEN THE CITY OF KISSIMMEE, FLORIDA AND THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE MAINTENANCE AND OWNERSHIP OF GOLDEN KNIGHT BOULEVARD**, dated September 12, 2023 (the "Interlocal Agreement").

RECITALS:

WHEREAS, the District is an independent special district and a local unit of special-purpose government which is created pursuant to the Chapter 190, *Florida Statutes* (the "Act"), and is limited to the performance of those specialized functions authorized by the Act and the City's Ordinance No. 3062 establishing the District (the "Ordinance");

WHEREAS, pursuant to the Ordinance and the Act, the District is presently authorized to

finance, fund, acquire, construct, operate and maintain systems, facilities and infrastructure as set forth in section 190.012, *Florida Statutes*;

WHEREAS, the City and District desire to amend and restate the Interlocal Agreement by this Amended Interlocal Agreement in order to reflect a change in the plan for ownership and maintenance of Golden Knight Boulevard, as depicted on SHEET 2 of the KNIGHTSBRIDGE PHASE 1 plat, recorded in Plat Book 32, Page 190 of the Official Records of Osceola County, Florida (the "Boulevard");

WHEREAS, as detailed herein, the City and District desire for the City to own the Boulevard and for the District to maintain the landscaping on the Boulevard; and

WHEREAS, this Amended Interlocal Agreement shall constitute an "agreement between the District and a governmental entity" required by section 190.012(g) of the Act.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the District agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and form a material part of this Amended Interlocal Agreement.

2. **Ownership of Golden Knight Boulevard**. The City and the District agree that the District shall convey the Boulevard to the City by deed, after construction of the Boulevard is completed, in order for the City to own the Boulevard.

3. **Maintenance of Landscaping on Golden Knight Boulevard**. The City and District agree that the District shall be responsible for the maintenance of the landscaping on the Boulevard. The landscaping on the Boulevard shall be installed in conformance with plans submitted to the City. The landscaping on the Boulevard shall be installed and maintained in such a manner as will not interfere with the use of the Boulevard by the public and in such a manner that does not create a safety hazard on the Boulevard. Maintenance of the Boulevard includes irrigation, fertilization and pest control for the landscaping on the Boulevard. The City grants the District a license over the City's property in order for the District to maintain the landscaping on the Boulevard, as such maintenance is described herein. The City agrees that it shall reimburse the District for any damage the City, including its representatives, contractors and employees, causes to the landscaping and/or irrigation system installed and/or maintained by the District.

4. **Indemnification**. Subject to, and specifically restricted by, the limited waiver of sovereign immunity set forth Section 768.28, *Florida Statutes*, the District and the City agree that they shall indemnify and hold the other harmless from and against all claims, damages, loss and expense of any kind, arising out of or resulting from any negligent act or intentional tort of the District or City, as applicable, or their representatives, employees, agents, contractors or anyone for whose acts they may be responsible or liable for.

5. Modification. This Amended Interlocal Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the City and the District, and recorded in the Official Records of Osceola County, Florida.

6. Successors and Assigns. The terms and conditions of this Amended Interlocal Agreement shall constitute covenants running with the land, and all rights and privileges granted herein shall be appurtenant to the lands herein described and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto and shall continue in perpetuity, unless otherwise modified in writing by the parties hereto.

7. Notice. Notices related to this Amended Interlocal Agreement shall be in writing and shall be given when received by the addressee. Notices shall be addressed as follows:

If to the City:
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741
Attention: Kalanit Oded, Deputy City Attorney
Telephone: (407) 518-2311

If to the District:
Knightsbridge Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attention: George S. Flint, District Manager
Telephone: (407) 841-5524

Copy to:
Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, District Counsel
Telephone: (407) 481-5800

8. Termination of Agreement. The City and the District both retain the right to terminate this Amended Interlocal Agreement upon thirty (30) days' notice by notifying the other party in writing of such termination at the address listed in Paragraph 7 of this Amended Interlocal Agreement. The City shall maintain the landscaping on the Boulevard in the event of termination.

9. Entire Agreement. This Amended Interlocal Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

10. Section Headings. The section headings as used herein are for convenience of reference only and shall not be deemed to vary the content of this Amended Interlocal Agreement

or the covenants, agreements, representations and warranties herein set forth, or limit the provisions or scope of any section herein.

11. Governing Law. This Amended Interlocal Agreement shall be governed by and construed under the laws of the State of Florida.

12. Sovereign Immunity. Nothing in this Amended Interlocal Agreement shall be deemed a waiver of sovereign immunity or limit of liability of the District or the City, including their respective supervisors, commissioners, officers, agents or employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Amended Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. Compliance with Laws. The parties to this Amended Interlocal Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations.

14. Effective Date. The effective date of this Amended Interlocal Agreement is the date on which the last party executes this Amended Interlocal Agreement and delivers a fully executed counterpart hereof to the other party.

[Signature pages to follow]

CITY SIGNATURE PAGE TO THE AMENDED & RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF KISSIMMEE, FLORIDA AND THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE MAINTENANCE AND OWNERSHIP OF GOLDEN KNIGHT BOULEVARD

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Amended Interlocal Agreement on this date and year first above written.

CITY OF KISSIMMEE

By:_____
Name:_____
Title:_____

ATTEST:

_____
Name:
Title: City Clerk

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this ____ day of _____, 2024, by _____ _____ and _____, as the _____ and City Clerk of the City of Kissimmee, Florida, and who have acknowledged that they executed the same on behalf of the City of Kissimmee, Florida and that each was authorized to do so. Each is [ ] personally known to me or [ ] has produced _____ as identification.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

DISTRICT SIGNATURE PAGE TO THE AMENDED & RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF KISSIMMEE, FLORIDA AND THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE MAINTENANCE AND OWNERSHIP OF GOLDEN KNIGHT BOULEVARD

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Amended Interlocal Agreement on this date and year first above written.

KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

By:_____
Name: Rob Bonin
Title: Vice Chairman

ATTEST:

_____
Name: George S. Flint
Title: Secretary

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 12 day of July, 2024, by Rob Bonin, as Chairman of the Board of Supervisors, and by George S. Flint, as Secretary, of **KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida, on behalf of the community development district. They are both [ ] personally known to me or [ ] has produced valid identification.

LINDA E. CHAMBERS
MY COMMISSION # HH 431760
EXPIRES: September 4, 2027

_____
Notary Public; State of Florida
Print Name: LINDA E. CHAMBERS
My Commission Expires: 9-4-27
My Commission No.: 431760

ITEM 7.U
Amendment to the FY 2023-24 budget for Parks and Recreation Youth Programs

Request

Approval of an amendment to Parks and Recreation Revenue and Expense budget for FY 2023-24 for Youth Programs.

Explanation

Due to the success of two new youth programs introduced to the community in FY 2023-24, the Parks and Recreation Department needs to increase the expense line item 00150403-503434 - Other Contract Services and the Revenue line item 00100347-347233 - Youth Programs.

Two new programs, All Stars Are Bright Basketball and Champions in Motion Cheerleading, have generated $60,000 in new revenue. The companies that teach these programs are paid 75% of course registration, requiring the expense budget to be amended also. These programs have been accounted for in the proposed FY 2024-25 budget.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150403-503434 00100347-347233		Increase Increase		$60,000 $60,000

Financial Summary:

Increase to both Expense and Revenue accounts to accommodate for new successful programs introduced mid year.

Recommendation

Approval of the amendment to Parks and Recreation Revenue and Expense budget for FY 2023-24 for Youth Programs.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

Attachment(s):
1. Revenue Department Budget Report 7-29-24

REVENUE **Budget Spending Report**

Full Account	Description	Revised	Actual	Enc/Reqs	Total Variance	Percent Used
001-00-337-337103	Osceola County	189,400.00	135,937.66	0.00	53,462.34	71.77%
001-00-341-341300	Recording	5,000.00	5,128.00	0.00	-128.00	102.56%
001-00-343-343800	Cemetery	70,000.00	69,000.00	0.00	1,000.00	98.57%
001-00-347-347205	Adult Programs	40,000.00	50,543.50	0.00	-10,543.50	126.36%
001-00-347-347209	Aquatic Daily Admission	100,000.00	66,618.00	0.00	33,382.00	66.62%
001-00-347-347212	Aquatic Pool Rental	31,000.00	33,505.45	0.00	-2,505.45	108.08%
001-00-347-347214	Aquatic Programs	62,000.00	44,654.30	0.00	17,345.70	72.02%
001-00-347-347215	Athletic Rentals	85,000.00	97,827.33	0.00	-12,827.33	115.09%
001-00-347-347217	Cemetery Overtime Fees	5,000.00	2,100.00	0.00	2,900.00	42.00%
001-00-347-347227	Community Center Rentals	19,500.00	24,565.20	0.00	-5,065.20	125.98%
001-00-347-347233	Youth Programs	300,000.00	366,123.54	0.00	-66,123.54	122.04%
001-00-347-347400	Special Events Service Charges	22,000.00	14,523.12	0.00	7,476.88	66.01%
001-00-347-347501	Facility Rentals	275,000.00	238,625.63	0.00	36,374.37	86.77%
001-00-347-347505	Concessions	36,000.00	33,985.26	0.00	2,014.74	94.40%
001-00-347-347506	Admissions	3,000.00	0.00	0.00	3,000.00	0.00%
001-00-347-347595	Staff Service Fees	40,000.00	36,420.00	0.00	3,580.00	91.05%
001-00-362-362001	Rents	140,250.00	91,193.89	0.00	49,056.11	65.02%
001-00-362-362007	Rent-Green Meadows	3,600.00	3,000.00	0.00	600.00	83.33%
001-00-364-364001	Cemetery Lots	185,000.00	310,787.00	0.00	-125,787.00	167.99%
001-00-364-364002	Cremation Garden	30,000.00	3,300.00	0.00	26,700.00	11.00%
001-00-366-366001	Culture Recreation	35,000.00	35,600.00	0.00	-600.00	101.71%
001-00-199-199006	K-Rec Scholarship		58,086.99			
001-00-199-199009	Dream Builders		414.20			

ITEM 8.A
DKCRA - 2024 Holiday Lighting Services Contract

Request

The DKCRA is requesting the approval of contract # 20240474 with We Hang Christmas Lights for 2024 holiday decoration installation, removal, maintenance, and storage.

Explanation

We Hang Christmas Lights has provided holiday light design, installation and removal, and storage services as a subcontractor of a previously awarded vendor since 2021. As a subcontractor, We Hang Lights has demonstrated their ability to perform the desired services, while also possessing unmatched knowledge of the specifics of light installation within the Downtown Kissimmee area. The Downtown Kissimmee CRA is proposing to enter into this contract with We Hang Christmas Lights as a single source vendor.

The 2024 proposed decorations would expand upon the beloved holiday displays to include additional decorations along Broadway and within Ruby Plaza at Kissimmee Lakefront Park. These additional displays will be interactive and are meant to create photo opportunities for visitors of the park.

The proposed contract includes general maintenance and storage for the lights when not in use, and allows for up to three, one-year period extensions at the sole discretion of the CRA and City of Kissimmee.

This project is supported by Goal 25 within the Downtown Kissimmee CRA Masterplan: The DKCRA shall implement activities to establish a distinctive character and identity within the Downtown redevelopment area.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10610503 504444 00150663 504444				$49,710.50 10,000.00

Financial Summary:

The 2024 contract will cost a total of $59,710.50. The DKCRA will cover $49,710.50 and the City of Kissimmee's Parks and Recreation Department will fund the remaining amount of $10,000.00.

Recommendation

Approval of agreement with We Hang Christmas Lights for holiday lighting services within the Downtown Kissimmee CRA for the 2024 holiday season.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: Benjamin Burnett

Attachment(s):
1. (S) We Hang Christmas Lights-CRA Agreement- Final w Exhibits signed

AGREEMENT BETWEEN THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY AND WE HANG CHRISTMAS LIGHTS

THIS AGREEMENT is made this _____day of _____ 2024, by and between **WE HANG CHRISTMAS LIGHTS** located at 4280 Church Street Suite 1556, Sanford, FL 32771, hereinafter known as "Vendor," and the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CRA." The Vendor and the CRA are collectively referred to hereinafter as the "Parties".

WHEREAS, the CRA seeks the services of a licensed, qualified and experienced holiday lighting and decorations vendor to provide the installation, removal, storage, and maintenance of CRA owned holiday lighting and decorations in select locations within CRA area for the 2024 holiday season; and

WHEREAS, the CRA seeks a vendor who can provide creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in all designated locations within the Downtown Kissimmee CRA area; and

WHEREAS, the CRA seeks the services of a vendor to provide the installation, removal, and servicing of additional holiday lighting and decorations as requested in select locations within CRA area for the 2024 holiday season beyond those already within the CRA's existing inventory (the "Project"); and

WHEREAS, Vendor qualifies as a single source vendor because of the goods and services needed to effectuate the Project; and

WHEREAS, Vendor agrees to complete the Project pursuant to the proposal specifications attached as Exhibit "A" and Exhibit "B", attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **TERM.** The term of this Agreement shall be effective from July 1, 2024 to July 1, 2025. The CRA shall retain the option, at its sole discretion, to award up to three (3), one-year renewal periods to the selected Vendor.

3. **SCOPE OF WORK.** Vendor agrees to perform the services outlined within Exhibit "A" and Exhibit "B." This shall include the provision of holiday lighting and decorations in specific locations within the Downtown Kissimmee CRA for the 2024 holiday season.

4. **PAYMENT.** The CRA agrees to pay Vendor for goods and services as set forth in Exhibit "A", totaling $47,710.50, and Exhibit "B", totaling $12,000.00. Invoices shall provide details of all Project expenses permitted in this Agreement. Upon review and approval of the Vendor's invoice and verification that services have been rendered in conformity with this Agreement, the CRA,

through payment issued by the Economic Development Department or the CRA Manager, shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Vendor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

5. **INDEMNIFICATION.** To the extent permitted by law, Vendor, hereby releases and waives all claims against the CRA or the City of Kissimmee, its officers, employees, agents, independent contractors for any injury or damage to the person, property, or business of Vendor, its agents, employees, sub-contractors, or other persons, for which injury or damage results from any act, neglect, occurrence, or condition in or about any CRA properties whether such damage is caused by the CRA or City of Kissimmee or any other person. Nothing in the agreement shall be construed as a waiver of the CRA or City of Kissimmee's statutory sovereign immunity pursuant to Fla. Stat. § 768.28.

   Vendor agrees to indemnify and hold harmless the CRA and the City of Kissimmee, 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, to the extent caused by Vendor's negligent performance of the Agreement or any breach or default of Vendor.

6. **INSURANCE.** Vendor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Vendor's fault or negligence in connection with this Agreement. Vendor shall, prior to commencing work, furnish evidence to the CRA and/or the City of Kissimmee of required insurance requirement naming the CRA and/or the City of Kissimmee as additional insured:

   a. **Workers Compensation**: Vendor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.
   b. **Comprehensive General Liability**: Vendor will provide coverage for all owned and non-owned vehicles for limits of not less than $1,000,000.00.
   c. **Comprehensive Automobile Liability**: Vendor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00.
   d. **Umbrella Insurance**: Vendor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00.

7. **PERFORMANCE BOND.** Vendor shall post a performance bond for the total amount of the Project.

8. **NOTICE.** Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

   a. Notices sent to the CRA shall be addressed as follows:
   Economic Development Department
   Attn: CRA Manager
   City of Kissimmee

101 Church Street
Kissimmee, Florida 34741

b. Notices send to the Vendor shall be addressed as follows:
We Hang Christmas Lights
Attn: Connor Graham
4289 Church Streer STE 1556
Sanford, FL 32771

9. **SUBCONTRACTORS.** All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve the Vendor from the responsibility to the CRA for the proper completion of all work to be executed under this Agreement, and the Vendor shall not be released from the responsibility by any subcontractor agreement the Vendor makes with others. If applicable, Vendor shall be required to furnish to the CRA, in writing, a list of names of the subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

10. **ASSIGNMENT.** Vendor shall not assign this Agreement without the express written consent of the CRA.

11. **GOVERNING LAW**. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

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

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

13. **TERMINATION FOR CAUSE**. If the CRA wishes to terminate the Vendor for cause due to the failure of Vendor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CRA must provide the Vendor with written notice of said failure to perform. The CRA must give ten (10) working days from the Vendor's receipt of the Notice to Cure for the Vendor to cure or take reasonable action to commence to cure the performance concerns specified. If Vendor does not take appropriate action within the ten (10) day period, the

CRA may issue a Final Notice to Cure. Vendor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CRA can terminate the Agreement. If the Vendor is terminated for cause, the CRA may provide or employ any necessary labor and materials in lieu of Vendor to finish part or all of the work under the Agreement or to supplement the work of Vendor, and to deduct the cost thereof from any money, then due or thereafter to become due to the Vendor; and if such cost shall exceed the balance due to Vendor, then the Vendor shall pay the difference to the CRA.

14. **WAIVER:** The CRA's failure to act with respect to a breach by Vendor does not waive its right to act with respect to subsequent or similar breaches. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.

15. **HEADINGS AND CAPTIONS:** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

16. **AMENDMENTS**. This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.

17. **SEVERABILITY**. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

18. **RECORDS**. All contracts, correspondence, memoranda, and other documents accumulated, acquired, prepared, or received by the parties hereto created by this Agreement shall be maintained as public records to the extent required by law. This Section shall survive termination or expiration of this Agreement.

19. **CONSTRUCTION DEFECTS NOTICE:** Chapter 558, Florida Statutes, contains important requirements you must follow before you bring any legal action for an alleged construction defect in your home. Sixty days before you bring any legal action, you must deliver to the other party to this Agreement a written notice referring to Chapter 558 of any construction condition you allege is defective and provide such person the opportunity to inspect the alleged construction defect and to consider making an offer to repair or pay for the alleged construction defect. You are not obligated to accept any offer which may be made. There are strict deadlines and procedures under this Florida law which must be met and followed to protect your interests.

20. **FLORIDA LIEN LAW NOTICE: ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND WHO ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR**

PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU SHOULD CONSULT AN ATTORNEY.

21. **CHANGES IN WORK ITEMS OR SCOPE.** The CRA and the Vendor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by the Vendor and the CRA. All Change Orders must be approved by the CRA in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by the Vendor unless the Vendor has received a prior written Change Order, signed by an authorized representative of the CRA, except in an emergency where there is danger to life or risk of significant damage to property. The Agreement sum and the Agreement time may be changed only by written change order. No extra costs shall be paid to the Vendor as a result of Vendor's failure to properly evaluate the extent of the rehabilitation work.

22. **GUARANTEES AND WARRANTIES.** The Vendor shall guarantee to correct any work that fails to conform to this and shall correct such defects due to faulty materials, equipment, or workmanship which appear during the progress of the work or within a period of one (1) year from the date of final inspection and acceptance or such longer periods of time as may be specified by law or by the terms of any special guarantees required by this Agreement. All reasonable work to be corrected shall be specified in writing signed by the CRA and delivered to Vendor at Vendor's place of business. The provisions of this article apply to work done by subcontractors as well as work done by the Vendor. Vendor shall furnish the CRA with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

23. **BREACH.** Failure of Vendor or the CRA to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the CRA has the right to terminate this Agreement in accordance with the provisions of Paragraph 10 above. In the event of any default of the CRA, except the payments required under the Agreement, Vendor may terminate this Agreement immediately without notice. If the CRA fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Vendor to cure said default, unless the CRA disputes satisfactory performance of services.

24. **EXHIBITS:** Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

25. **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.

26. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS**. The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.

27. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CRA of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

28. **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.

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

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

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

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

d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Vendor 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 Vendor has questions regarding the application of Chapter 119, Florida Statutes, to Vendor'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.

30. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Vendor 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) Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor 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, Vendor, 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 Vendor otherwise complied, shall promptly notify Vendor and Vendor 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. Vendor acknowledges that upon termination of this Agreement by the City for a violation of this section by Vendor, Vencor may not be awarded a public contract for at least one (1) year. Vendor further acknowledges that Vendor 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.* Vendor 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. Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

31. **ENTIRE AGREEMENT**. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

32. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

[The balance of this page is left intentionally blank;]

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Agreement, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

WE HANG CHRISTMAS LIGHTS
By: Connor Graham
Title: President
Date: 7/16/2024

STATE OF FLORIDA)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 16 day of July, 2024, by means of ☑ physical presence or ☐ online notarization by (Name of Person) as (Type of Authority) for (Vendor Company Name), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Benjamin Lloyd
My Commission HH 354911
Expires 1/29/2027

Notary:
Print Name: Ben Lloyd
My Commission Expires: 1.29.27

DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY

By:
Olga Gonzalez, CRA Chair

Date:

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771
407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

RECIPIENT:

City of Kissimmee CRA
101 Church Street
Kissimmee, Florida 34741
Phone: 321 443 858

Quote #3629

Sent on	02/01/2024
Total	**$47,710.50**

Product/Service	Description	Qty.	Unit Price	Total
Custom Archway	Lights strung on archway -Golden with PURE WHITE twinkle lights wrapped around columns and arch -Includes 2 Pure White Flood lights to illuminate the Kissimmee middle portion with custom mounting bracket	1	$7,500.00	$7,500.00
Palm Trunk- Medium	Palm Trunk wrapped with 5mm LED Minis (WARM WHITE) -Roughly 7 strands will be used- power run to closest light pole -Mainstreet: These palms are roughly every other palm tree down	24	$210.00	$5,040.00*
Tree Wrap- Semi Extensive	Wrapping the trunk of tree plus some of the branches up with LED 5mm Mini Lights: Golden with Pure White twinkle -We plan to use 13 strands per tree -Broadway from Emmett to Neptune	18	$390.00	$7,020.00*
Palm Trunk- Medium	[RUBY PARK PLAZA] Palm Trunk wrapped with 5mm LED Minis (WARM WHITE) -Roughly 7 strands will be used -Ruby Park Plaza (the palms closest to the walking area)	17	$210.00	$3,570.00*
Civic Center	-Roof line lit with C9 bulbs: Roughly 400ft- $2400 -Trunk wrap 6 crepe myrtles in the small island in front of building $1200 -5 palm trunks located on left of the building $900	1	$4,500.00	$4,500.00
Monument of States	Custom "Tree of Lights" on monument: We will string Pure White Twinkle lights from top to bottom $4000 -Located in front of the Berlinsky House	1	$4,100.00	$4,100.00
Trunk Wrap	[BERLINSKY HOUSE] Palm Trunk wrapped with 5mm LED Minis (WARM WHITE) -Place RGBS on truck to lit up the fronds -2 palms located behind the Belinsky house Wrap the trunks and branches of 2 large oak tree located in front of the Berlinsky House- We estimate roughly 30 strands per tree $1800	1	$2,120.00	$2,120.00*

We Hang Christmas Lights

4280 Church St. Ste 1556 | Sanford, FL 32771
407 501 7999 | wehangchristmaslightsorlando@gmail.com | wehangchristmaslightsfl.com

Product/Service	Description	Qty.	Unit Price	Total
Tree- Crepe Myrtle	[LAKEVIEW DRIVE] Crepe Myrtle trunk wrapped using 5mm LED Minis (WARM WHITE) -Roughly 7 strands will be used -18 crepe myrtes along lakeview dr	18	$210.00	$3,780.00*
Unlit pole garland	-40 poles, 2 strands per pole -every other pole along broadway -Place Red/ Gold trim 18" bows on every other pole	40	$140.00	$5,600.00
Meteors	Install 150 Meteors in oaks along main street medians -18 trees with 6-7 each tree -25 meteors for the 2 trees at Berlinksy House	150	$86.00	$12,900.00

Subtotal	$56,130.00
Discount (15.0%)	- $8,419.50
Total	**$47,710.50**

* Non-taxable

Hi Samia, this quote is for the same display we have done in the previous years. We added a 15% discount since we have done this job for the last 3 years and for early install.

-Includes install, maintenance, removal and storage for client owned product.

-Replacement products will be billed to customer at cost. (This would only be for replacing strands/ meteors to get to the exact quoted scope of work)

We would like to walk the project and offer a few ideas to enhance the display since it hasn't changed the last 3 years. We could do 3D animated decor in some

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We Hang Christmas Lights

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Notes Continued...

of the medians or the park area, additional lights in areas etc.

This quote is valid for the next 30 days, after which values may be subject to change.

****

Terms and Conditions:

We look forward to working with you! The document below outlines our terms and conditions.

Our service includes Design, Install, Maintenance, Removal and Storage for the products/ decor provided by us. We do not sell product unless it is listed as a permanent install on the quote. We LEASE/ rent out the products/ decor.

A deposit of 50% must be received before work will begin. The balance must be paid in full upon completion of the installation. Credit cards are required to be saved to your profile and this notice gives us authorization to run for the final balance if payment is not received within 30 days after invoiced date. A penalty of 2% per month can be applied to all balances if not paid after 30 days of the invoice date.

We Hang Christmas Lights will be fully insured with the proper General Liability, Workers Comp, and Auto Policies during our term of this contract. We also carry a 2MM Umbrella Policy. Employees of We Hang Christmas Lights, will all be properly trained/ uniformed and in safety compliance with OSHA guidelines while on the property.

Customer acknowledges that We Hang Christmas Lights fills their schedule well in advance, and all cancellations will be charged 50% of the total cost. If a 3 year contract is agreed to, and the customer decides to terminate the contract in year 2 or 3, We Hang Christmas Lights has the right to charge up to a 15% buy out fee.

Customer is responsible for maintaining and providing adequate electrical outlets adjacent to the proposed locations for its lit decorations and building lights. Lights will be tested and left in working condition once installed. For commercial projects we do quality checks every 3 days after Thanksgiving, however if lights are out, we will need to be notified. We will have the issue resolved within 24-48 hours of notice.

We Hang Christmas Lights will cover all first offenses of theft, vandalism, destruction from animals or landscape company's negligence. If issues continually arise, we have the right to charge a service fee accordingly.

GFI outlets are DESIGNED to trip from moisture/rain. We do our best to prevent this, but some outlets/ breakers can be more sensitive than others. Customers are responsible for resetting GFIs. We ask our communities/ homeowners to turn the irrigation to run between 8 AM – 3PM or shut off certain zones during the season. We also ask for all customers to have the landscaping trimmed prior to install. We recommend sending an email to the landscapers to notify you will have holiday lights installed from October-January, so they can notify crews to be cautious.

We Hang Christmas Lights does our very best to attach lights/décor with temporary fasteners, however some areas will need permanent anchors put into place. Wreaths and any garland will need small anchors to be placed. Customer understands we begin installing lights as early as October 1st, they will not be turned on until mid November. Greenery will be installed starting November 1st.

If any of the provisions of this Contract are found or deemed by a court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Contract and shall not cause the remainder to be invalid or unenforceable. Neither of us will be liable to the other for indirect, incidental, special, punitive or exemplary damages that result from the performance or the failure to perform any duties under this agreement.

You hereby acknowledge and agree that in any and all events, our liability to you for any damages that you may incur as a result of our acts or omissions or negligence shall not exceed the greater of available insurance or the fee charged for the lease under this Agreement, determined as of the date on which such damages accrue.

Signature: _____ Date: _____



WE HANG CHRISTMAS LIGHTS FL.COM

City of Kissimmee
2024 Decor Add-On

CITY OF KISSIMMEE 1883

Decor

Here is our recommended decor packages:

Package 1: Provides festive decor as cars drive along Broadway, and also gives a nice display at Ruby Plaza for guests to take photos while sitting in decor.

Package 2: Gives the most impact along Broadway, each median would have a decor piece.

We can move the decor to other areas if desired.

Decor Packages

Package 1: Ruby Plaza and Broadway
Broadway
-Majestic 3D Ornament - 6.5′
-Majestic 3D Heart - 5.5′

Ruby Plaza
-2D Enchanted Present - 9.8′
-Christmas 3D Ornament Bench - 5.9′
-Christmas 3D Present Bench - 8′

Package 2: Broadway Only
-Majestic 3D Ornament - 6.5′
-Majestic 3D Heart - 5.5′
-2D Enchanted Present - 9.8′
-Majestic Giftbox - 6.5′
-Majestic Candy Cane - 6.3′

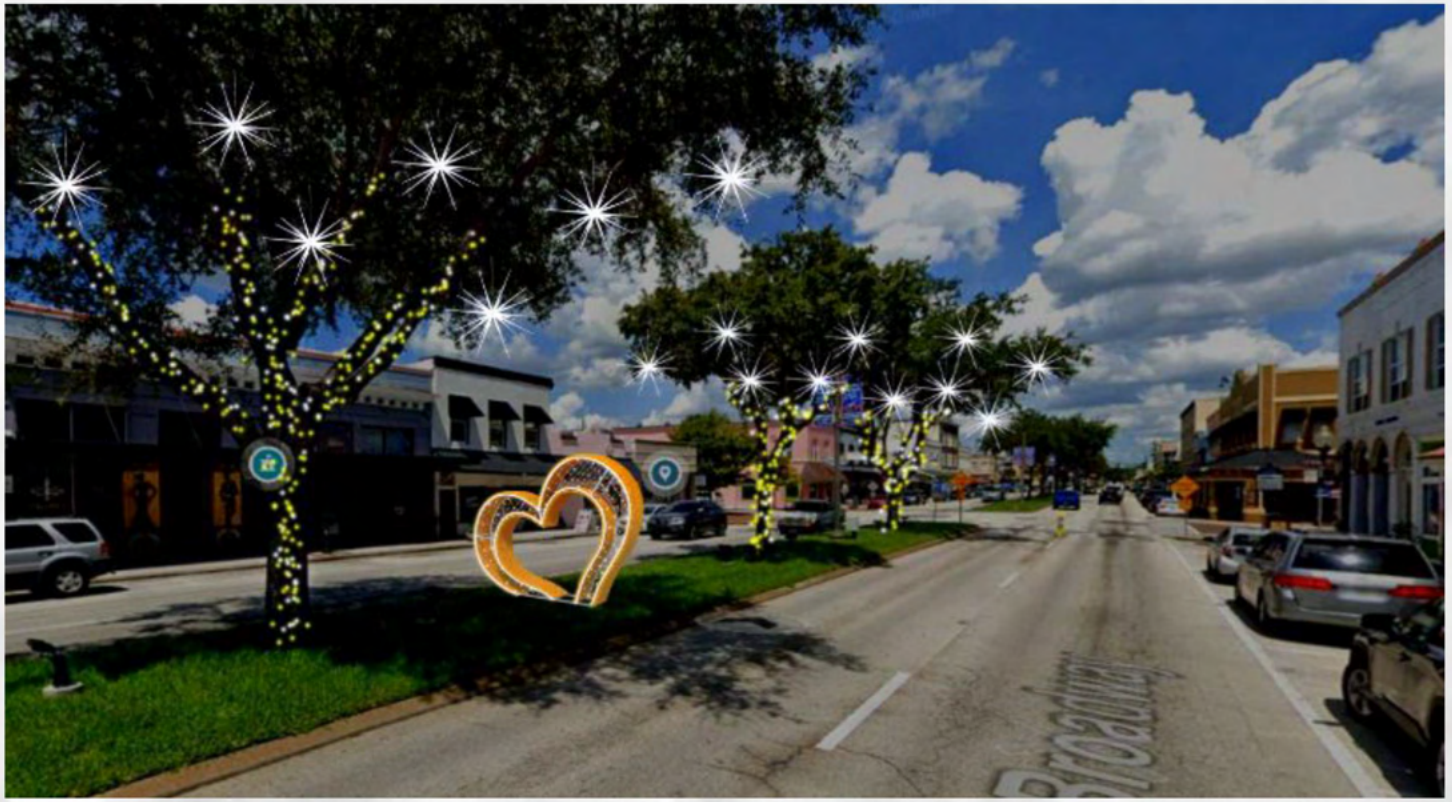
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BROADWAY

Package 1 :

Majestic Heart
H 5.57ft x W 7.21ft D 0.98ft
Majestic Heart in gold glittering garland
-Placed in grass median along Broadway

Note: Tree wraps and Meteors are included in original scope of work



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BROADWAY

Package 1 :

Majestic Ornament
H 6.56ft x W 7.54ft x D 0.98ft
Majestic Ornament in gold glittering garland.
-Placed in grass median along Broadway

Note: Tree wraps and Meteors are included in original scope of work



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Ruby Plaza

Package 1:

-Christmas 3D Ornament Bench
H 5.9ft x W 6.6ft x D 1.6ft
Sit in Bench with PVC net and garland, LED rope light and LED string lights.

-Christmas 3D Present Bench
H 8.3ft x W 7.5ft x D 1.64ft
Sit in Bench with PVC net and garland, LED rope light and LED string lights.

-2D Enchanted Present
H 9.84ft x W 7.22ft
Enchanted Present in gold glittering vinyl and twinkle lights

-This INCLUDES wrapping 3-5 additional palms



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BROADWAY

Package 2:

All of the following decor would be placed in the medians along Broadway

-Majestic Candy Cane
H 6.3ft x W 7.22ft x D 0.98ft
-Red glittering garland with lights

-Majestic Ornament
H 6.56ft x W 7.54ft x D 0.98ft
-Gold glittering garland with lights

-Majestic Heart
H 5.57ft x W 7.21ft D 0.98ft
-Gold glittering garland with lights

-Majestic Giftbox
H 6.3ft x W 7.21ft D 0.98ft
-Gold glittering garland with lights

-Enchanted Present 2D
H 9.84ft x W 7.22ft
Enchanted Present in silver reflective vinyl with twinkle lights.









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Monument of States

Visual to show decor placed around Monument of States instead of in medians along Broadway

This could be done with Package 1 or 2

Majestic Giftbox
H 6.56ft x W 7.54ft x D 0.98ft
Majestic Ornament in gold glittering garland.

Majestic Heart
H 5.57ft x W 7.21ft D 0.98ft
Majestic Heart in gold glittering garland.



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Ruby Plaza

Other Decor Options:

Here are a few other options we can provide- among many others not shown.

If the city has seen any other type of decor or has any other ideas, please let us know. We have the ability to create any piece.











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PRICING

INSTALL - SERVICE - REMOVAL -

ALL PRODUCT AND DECOR - STORAGE

Package 1 or 2

YEARLY PRICE: $12,000.00

In the event of any necessary budget modification we are able to adjust decor items, remove or add decor to the package in order to make the display fit within the budget. These discussions and final decor decisions can be done in a second phase before or after approval of this presentation.

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THANK YOU

We appreciate the opportunity to provide the City of Kissimmee with our design ideas and decor options. We look forward to continuing our relationship in making Kissimmee a festive and family orientated environment for the holidays!

Please do not hesitate to reach out to us with any inquiries or suggestions. We are committed to accommodating your needs and ensuring a successful collaboration.

We Hang Christmas Lights
4280 Church St STE 1556
Sanford, FL 32771

Connor Graham
Cell: (407) 848-8014
connorg@wehangchristmaslights.com

Office: (407) 501-7999
wehangchritmaslightsorlando@gmail.com

ITEM 8.B
DKCRA - Downtown Alleyway Improvement Project Design Services

Request

The Downtown Kissimmee Community Redevelopment Agency (DKCRA) is requesting the approval of a $49,343.15 budget transfer to initiate design services by AECOM on an alleyway improvement project.

Explanation

The Downtown Kissimmee CRA would like to begin design for an alleyway improvement project on the city-owned alleys located between Broadway and Church Street from Darlington Avenue to Neptune Road. The current state of the alley includes damaged asphalt, poor lighting, and overall hazardous conditions. This project is supported by Goal 19 within the DKCRA masterplan, which states "The DKCRA shall evaluate and prioritize streetscaping, street lighting, and pedestrian safety improvement opportunities through the CRA."

The estimated construction costs of the project total $808,556.00 which will be shared with the City of Kissimmee's Public Works and Engineering Department. The construction would include new brick pavers with additional landscaping and upgraded lighting.

Redevelopment of this alley will enhance safety and security within the Downtown Kissimmee CRA by improving blighted conditions, increasing lighting within the alley, and removing hazardous conditions that could lead to injury. This project will be pursued as part of the Connect Kissimmee Streetscape Project, which is currently under design by AECOM.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10622203 503131 10622200 509276		Increase Decrease	49,343.15 49,343.15	49,343.15 49,343.15

Financial Summary:

The Downtown Kissimmee CRA is requesting a budget transfer of $49,343.15 from the reserve account to Professional Services account. There are adequate funds within the DKCRA reserve account to support project design services.

Recommendation

Approval of a budget transfer of $49,343.15 from DKCRA reserves account to Professional Services account for design services for alleyway improvement project.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Economic Development
Presenter: Benjamin Burnett

Attachment(s):
1. CRA Board Presentation- Alleyway Improvement

Downtown Kissimmee CRA

Alleyway Improvement Project

CITY OF KISSIMMEE 1883

Proposed Alleyway Project Site



Yellow line- Proposed project
Red circle- Opportunity sites for future redevelopment.

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Current Conditions



Sproule to Dakin

Neptune to Sproule





Monument to Dakin

Darlington to Monument



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Proposed Improvements





Enhancements

- Brick pavers
- Increased drainage, as needed
- Enhanced lighting..
- Future opportunity for increased public art and pedestrian friendly uses.
- Increased safety for residents and business owners.

Project Design

- $49,343.15 cost
- Includes site surveying- roadway analysis, drainage analysis, lighting analysis, landscape analysis.
- Project costs estimated around $800,000.00 to be shared with Public Works department.
- Will bid for construction services.

CITY OF KISSIMMEE 1883



Thanks!

@CityofKissimmee

ITEM 8.C
Social Services Agency Updates

Request

Social Services Competitive Grant Agency Updates

Explanation

During the FY2023-24 funding cycle, the City Commission awarded 10 agencies with funds to assist vulnerable households in our community. A workshop was held In June providing each agency an opportunity to have a representative present a review their funded programs and services. Due to time constraints, several agencies were not able to make their presntations.

As a result, the following agencies will be present to make a brief presentation:

Osceola Community Health Services
The Opportunity Center

Department: City Manager
Presenter:

Attachment(s):
None