MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 17, 2025 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 - Juneteenth Day
   - 3.B Swearing in Ceremony for Assistant Chief of Police and Four New Police Officers
   - 3.C Promotion Ceremony of Police Sergeants
   - 3.D Employee of the Month for June
   - 3.E Presentation on Retrolight Systems Solution for High-Priority Pedestrian Zones
4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**
   - 4.A Public Hearing - First Reading: Proposed Ordinance #25-06 - Establishment of Civilian Police Oversight Board

     AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, ESTABLISHING A CIVILIAN POLICE OVERSIGHT BOARD; AMENDING SECTION 2-3-3, CITY ATTORNEY AS LEGAL ADVISOR; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.
   - 4.B Public Hearing - First Reading: Proposed Ordinance #25-08 - Updated Building Fee Ordinance

     AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CHAPTER 9 BUILDINGS AND BUILDING REGULATIONS, AMENDING DIVISION 5 BUILDING PERMITS SECTION 9-115 COMMERCIAL PERMIT FEES; SECTION 9-116 MULTIFAMILY PERMIT FEES; SECTION 9-117 MISCELLANEOUS PERMIT FEES; SECTION 9-118 SINGLE FAMILY RESIDENCE PERMIT; SECTION 9-119 INSPECTIONS; SECTION 9-120 VALUATION OF CONSTRUCTION; SECTION 9-121 FAILURE TO OBTAIN A PERMIT; SECTION 9-122 PLAN REVISIONS; SECTION 9-124 PERMIT EXTENSIONS; SECTION 9-125 ANNUAL INCREASE; SECTION 9-126 TECHNOLOGY; SECTIONS 9-127 THROUGH 9-140 RESERVED; DIVISION 6 MECHANICAL PERMITS SECTION 9-141 SCHEDULE OF PERMIT FEES; SECTION 9-142 FAILURE TO OBTAIN A PERMIT; SECTION 9-143 PLAN REVISIONS; SECTION 9-144 DUPLICATE PERMITS; SECTION 9-145 PERMIT EXTENSIONS; SECTION 9-146 ANNUAL INCREASE; SECTION 9-147 TECHNOLOGY; SECTIONS 9-148 THROUGH 9-165 RESERVED; DIVISION 7 PLUMBING PERMITS; SECTION 9-166 SCHEDULE OF PERMIT FEES; SECTION 9-167 INSPECTIONS; SECTION 9-168 FAILURE TO OBTAIN A PERMIT; SECTION 9-169 PLAN REVISIONS; SECTION 9-171 PERMIT

EXTENSIONS; SECTION 9-172 ANNUAL INCREASE; SECTION 9-173 TECHNOLOGY; SECTIONS 9-174 THROUGH 9-185 RESERVED; DIVISION 8 ELECTRICAL PERMITS SECTION 9-186 SCHEDULE OF PERMIT FEES; SECTION 9-187 INSPECTIONS; SECTION 9-188 FAILURE TO OBTAIN A PERMIT; SECTION 8-189 PLAN REVISIONS; SECTION 9-191 PERMIT EXTENSIONS; SECTION 9-192 ANNUAL INCREASE; SECTION 9-143 TECHNOLOGY; SECTIONS 9-194 THROUGH 9-222 RESERVED; DIVISION 9 FIRE PERMITS SECTION 9-223 SCHEDULE OF PERMIT FEES; SECTION 9-224 INSPECTION FEES; SECTION 9-225 FAILURE TO OBTAIN A PERMIT; SECTION 9-226 PLAN REVISIONS; SECTION 9-227 DUPLICATE PERMITS; SECTION 9-228 PERMIT EXTENSIONS; SECTION 9-229 ANNUAL INCREASE; SECTION 9-230 TECHNOLOGY; SECTIONS 9-231 THROUGH 9-241 RESERVED; DIVISION 10 REFUNDS SECTION 9-242 FEE REFUNDS; SECTION 9-243 APPLICABILITY; AND SECTION 9-244 NON-REFUNDABLE CONDITIONS AND FEES BY UPDATING THE FEES TO ADEQUATELY ADDRESS THE COST OF PROCESSING ITEMS, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

5. PUBLIC HEARINGS

5.A Public Hearing - Kissimmee Gateway Airport Commerce Park Mixed Use Planned Unit Development (MUPUD) Amendment - PUD-25-0001

6. HEAR AUDIENCE

Anything requiring a vote will be heard at a later time.

7. CONSENT AGENDA

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

7.A Approval of City Commission Minutes from the June 3, 2025 KUA Board Interviews and Commission Meeting

7.B Permanent Right-of-Way Easement between Haley and Brenda Bronson, Trustees of the Irlo O. Bronson, Jr. Amended and Restated Trust and the City of Kissimmee

7.C Continuing services contracts for planning services

7.D Award of mowing contract with Rotolo Consultants Inc.

7.E Sponsorship donation from AdventHealth

7.F Resolution approving an affordable housing development consistent with Florida Statutes 166.04151(6).

7.G Acceptance of funding from the Florida Department of Transportation Alert Today Florida’s High Visibility Enforcement for Pedestrian and Bicycle Safety Program

7.H Transfer of funds from Airport Reserves to Airport Professional Services

7.I Federal Aviation Administration (FAA) Airport Grant for Taxiway Alpha Improvement Design

7.J Risk and Safety Claims Tracking Software

7.K Knightsbridge Phase 2A & 2B – Subdivision Final Acceptance

7.L Amendment and renewal of Continuing Services Contracts for Geotechnical Engineering, Environmental, Material and Consulting Testing Services

7.M Amendment and renewal of Continuing Services Contracts for Milling, Resurfacing and Minor Concrete Work

7.N Selection of Contractor for Haven on Vine Renovation Project: RFP2025-010

7.O Lease Agreement with Motorola Solutions, Inc. for Public Safety Portable Radios and Related Services

7.P Ground and Build To Suit Lease Agreement with Cirrus Design Corp. at Kissimmee Gateway Airport

7.Q Resolution Authorizing the City Manager to Execute Documents Related to Applications for Hazard Mitigation Grant Programs

8. DISCUSSION ITEMS

8.A Downtown Kissimmee Activation Incentive

8.B Amendments to Community Redevelopment Agency Incentives Policy

8.C 2025 Policy Agenda Review - Building and Fire Prevention Division Operations

8.D Advisory Board Vacancy: Board of Adjustment

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

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

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

ITEM 3.A
Proclamation - Juneteenth Day

Request

Presentation of the Juneteenth Day Proclamation to Nina Hill, President of the NAACP Osceola Branch.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation - Juneteenth Day

Proclamation

City of Kissimmee Florida

JUNETEENTH DAY

WHEREAS, Juneteenth, or Juneteenth Independence Day, commemorates the traditional observance of the end of slavery in the United States and is observed annually on June 19; and

WHEREAS, President Abraham Lincoln declared that, in "giving freedom to the slave, we assure freedom to the free- honorable alike in what we give, and what we preserve. We shall nobly save, or meanly lose, the last best hope of earth;" and

WHEREAS, On January 1, 1863, President Lincoln issued the Emancipation Proclamation, declaring that "all persons held as slaves within any State or designated part of a State, the people whereof shall then be in rebellion against the United States, shall be then, thenceforward, and forever free;" and

WHEREAS, President Lincoln correctly believed slavery to be in violation of the principles of the Declaration of Independence and that its abolition represented a "new birth of freedom: for the United States; and

WHEREAS, more than two years would pass before the news reached African Americans living in Texas, when on June 19, 1865, Union Major General Gordon Granger and his regiment arrived in Galveston and spread the word that slavery had been abolished; and

WHEREAS, the following year, the first official Juneteenth celebrations took place in Texas and have continued across the United States throughout the years; and

WHEREAS, emancipation in Florida was proclaimed in Tallahassee on May 20, 1865, and for this reason Floridians traditionally celebrate Emancipation Day on May 20; and

NOW, THEREFORE, Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery, and is an important opportunity to honor the principles of the Declaration of Independence and celebrate the achievements and contributions African Americans have made, and continue to make, in Florida and across our Nation.

IN WITNESS, THEREOF, this is signed this 17th day of June, 2025.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.B
Swearing in Ceremony for Assistant Chief of Police and Four New Police Officers

Request

Swearing in Ceremony for Assistant Chief of Police and four new Police Officers.

Explanation

One new Assistant Chief of Police and four new Police Officers have been hired as employees by the City of Kissimmee Police Department. Having the Officers sworn in at City Commission meetings serve as a formal introduction to the Mayor, City Commissioners, the citizens and the community. The procedure of swearing in new officers instills formality and professionalism at the start of their careers with the City of Kissimmee.

The new Assistant Chief of Police to be sworn is:
Kevin McGinley

The new Police Officers to be sworn in are:
Justyne Sansoucy
Lisandro Perez
Luis Lassalle-Lugo
Juan Guillermo Gonzalez

Department: Police
Presenter: Charles Broadway

Attachment(s):
1. (S) Oath of Office Assistant Chief K McGinley-Police Officers-J Sansoucy-L Perez-L Lassalle Lugo-J Guillermo Gonzalez-1
2. (S) Oath of Office Assistant Chief K McGinley-Police Officers-J Sansoucy-L Perez-L Lassalle Lugo-J Guillermo Gonzalez-2

OATH OF OFFICE

I, **Kevin McGinley** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Assistant Chief** of the Kissimmee Police Department for which I am now about to enter so help me God.

06/17/2025

Signature of employee

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this ___day of _____2025 by

_____.

Personally known ____ or produced identification ___ Type of ID produced _____

_____

_____

Signature of Notary Public – State of Florida

Name of Notary (typed, printed or stamped)

OATH OF OFFICE

I, **Justyne Sansoucy** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Police Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

06/17/2025

Signature of employee

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this ___day of _____2025 by

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Signature of Notary Public – State of Florida

Name of Notary (typed, printed or stamped)

OATH OF OFFICE

I, **Lisandro Perez** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Police Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

06/17/2025

Signature of employee

STATE OF FLORIDA
COUNTY OF OSCEOLA

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Signature of Notary Public – State of Florida

Name of Notary (typed, printed or stamped)

CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176

OATH OF OFFICE

I, **Luis Lassalle-Lugo** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Police Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

06/17/2025

Signature of employee

STATE OF FLORIDA
COUNTY OF OSCEOLA

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Personally known ____ or produced identification ___ Type of ID produced _____

_____

_____
Signature of Notary Public – State of Florida

Name of Notary (typed, printed or stamped)

OATH OF OFFICE

I, **Juan Guillermo Gonzalez** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Police Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

06/17/2025

Signature of employee

STATE OF FLORIDA
COUNTY OF OSCEOLA

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Personally known ____ or produced identification ___ Type of ID produced _____

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_____
Signature of Notary Public – State of Florida

Name of Notary (typed, printed or stamped)

OATH OF OFFICE

I, **Kevin McGinley** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Assistant Chief** of the Kissimmee Police Department for which I am now about to enter so help me God.

06/17/2025

Signature of employee

STATE OF FLORIDA
COUNTY OF OSCEOLA

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Personally known ____ or produced identification ___ Type of ID produced _____

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Signature of Notary Public – State of Florida

Name of Notary (typed, printed or stamped)

OATH OF OFFICE

I, **Justyne Sansoucy** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Police Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

06/17/2025

Signature of employee

STATE OF FLORIDA
COUNTY OF OSCEOLA

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_____
Signature of Notary Public – State of Florida

Name of Notary (typed, printed or stamped)

OATH OF OFFICE

I, **Lisandro Perez** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Police Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

06/17/2025

Signature of employee

STATE OF FLORIDA
COUNTY OF OSCEOLA

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Personally known ____ or produced identification ___ Type of ID produced _____

_____

_____
Signature of Notary Public – State of Florida

Name of Notary (typed, printed or stamped)

OATH OF OFFICE

I, **Luis Lassalle-Lugo** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Police Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

06/17/2025

Signature of employee

STATE OF FLORIDA
COUNTY OF OSCEOLA

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Personally known ____ or produced identification ___ Type of ID produced _____

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_____
Signature of Notary Public – State of Florida

Name of Notary (typed, printed or stamped)

OATH OF OFFICE

I, **Juan Guillermo Gonzalez** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Police Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

06/17/2025

Signature of employee

STATE OF FLORIDA
COUNTY OF OSCEOLA

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Signature of Notary Public – State of Florida

Name of Notary (typed, printed or stamped)

ITEM 3.C
Promotion Ceremony of Police Sergeants

Request

Swearing in and administering of oath for newly promoted Police Sergeant Brandon Illgen and Police Sergeant Gerry Garrett.

Explanation

The Sergeants being promoted are:

Brandon Illgen began his law enforcement career with the Kissimmee Police Department on 12/1/2010. He was promoted to the rank of Corporal in 2020. During his tenure with the department, Sergeant Illgen has worked the Patrol, Support Services, and CID Divisions and is also a member of SWAT.

Gerry Garrett began his law enforcement career with the Kissimmee Police Department on 12/10/2012. He was promoted to the rank of Corporal in 2021. During his tenure with the department, Sergeant Garrett has worked the Patrol Division, CID & Special Operations Divisions and is also a member of ERT.

Department: Police
Presenter: Charles Broadway

Attachment(s):
1. (S) Oath of Office Promotion to Sergeant B Illgen-Gerry Garrett-1
2. (S) Oath of Office Promotion to Sergeant B Illgen-Gerry Garrett-2

OATH OF OFFICE

I, **Brandon Illgen** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Sergeant** of the Kissimmee Police Department for which I am now about to enter so help me God.

06/17/2025

Signature of employee

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this ___day of _____2025 by

_____.

Personally known ____ or produced identification ___ Type of ID produced _____

_____

_____
Signature of Notary Public – State of Florida

Name of Notary (typed, printed or stamped)

OATH OF OFFICE

I, **Gerry Garrett** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Sergeant** of the Kissimmee Police Department for which I am now about to enter so help me God.

06/17/2025

Signature of employee

STATE OF FLORIDA
COUNTY OF OSCEOLA

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Personally known ____ or produced identification ___ Type of ID produced _____

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_____
Signature of Notary Public – State of Florida

Name of Notary (typed, printed or stamped)

CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176

OATH OF OFFICE

I, **Brandon Illgen** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Sergeant** of the Kissimmee Police Department for which I am now about to enter so help me God.

06/17/2025

Signature of employee

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this ___day of _____2025 by

_____.

Personally known ____ or produced identification ___ Type of ID produced _____

_____

Signature of Notary Public – State of Florida

Name of Notary (typed, printed or stamped)

OATH OF OFFICE

I, **Gerry Garrett** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Sergeant** of the Kissimmee Police Department for which I am now about to enter so help me God.

06/17/2025

Signature of employee

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this ___day of _____2025 by

_____.

Personally known ____ or produced identification ___ Type of ID produced _____

_____

_____
Signature of Notary Public – State of Florida

Name of Notary (typed, printed or stamped)

ITEM 3.D
Employee of the Month for June

Request

Staff requests that the Commission join the City Manager in recognizing Cameron Turner of the Police Department as the Employee of the Month for June.

Explanation

The City is pleased to announce that Cameron Turner, a dedicated Telecommunicator with the Police Department, has been named Employee of the Month for June. Cameron began her career with the City of Kissimmee two and a half years ago and has quickly become an invaluable and respected member of the team. Throughout her career, Cameron has demonstrated unwavering positivity, inspiring those within her department to perform their duties with confidence and efficiency.

She is an exemplary employee who consistently displays a strong work ethic, reliability, and a commitment to excellence. Cameron is a hardworking team member who takes full responsibility for completing her tasks on time, contributing significantly to the team's success and efficiency. Overall, Cameron’s dedication, positivity, and leadership have significantly impacted her performance and the department, setting a standard of excellence for all to follow.

The City is proud to recognize Cameron for her outstanding service and dedication to the community.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 3.E
Presentation on Retrolight Systems Solution for High-Priority Pedestrian Zones

Request

Mr. Jorge Figueroa, CEO of Skynovva Solutions Group, has requested to make a presentation to the Commission on Retrolight Systems solutions for high-priority pedestrian zones.

Explanation

Retrolight Systems provide pedestrian safety by automatically activating LED-illuminated pavement warning lights when a pedestrian enters the crosswalk zone. These pavement markers increase visibility at crosswalks during nighttime and low-visibility conditions.

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. 2023_KISSIMMI_FLORIDA PEDESTRIAN CROSSING PROPOSAL_Sky rev2

City of Kissimmee
Road Project RFQ2021-002

OSCEOLA COUNTY (92010) Emmett St. / Broadway / Main St.

Unsolicited Proposal for the Installation of Retrolight Systems in High-Priority Pedestrian Zones

Introduction:
Pedestrian safety is a growing concern in Florida, which has been ranked second in the country for pedestrian deaths. With increasing urbanization, particularly in rapidly growing areas like the City of Kissimmee, addressing the safety of pedestrians is paramount. This proposal presents a cutting-edge solution; the Retrolight System, designed to reduce pedestrian-vehicle collisions and improve overall safety for residents and visitors.

Proposed Solution: Retrolight System
The Retrolight System provides an innovative approach to pedestrian safety by automatically activating pavement warning lights when a pedestrian enters the crosswalk zone. This advanced system uses motion sensors to detect the presence of pedestrians and triggers embedded LED lights along the pavement. The lights serve as a visual alert for approaching drivers, significantly improving awareness and reaction time, especially at night or during adverse weather conditions.

Importance of the Retrolight System
Florida's alarming ranking in pedestrian fatalities necessitates immediate and effective solutions. The Retrolight System addresses key factors contributing to accidents:

1. Increased Visibility: The pavement lights are activated as soon as a pedestrian enters the crossing zone, enhancing visibility for both drivers and pedestrians.
2. Real-time Alerts: The system works automatically, ensuring that no manual activation is required by the pedestrian, which reduces human error and enhances efficiency.
3. Driver Awareness: By providing a clear, visual signal directly on the road, drivers are more likely to reduce speed and proceed with caution, preventing potential accidents.

This system aligns with the City of Kissimmee's commitment to improving pedestrian infrastructure and reducing fatalities. By investing in the Retrolight System, Kissimmee can lead the way in setting a precedent for pedestrian safety across the state of Florida.

Conclusion:
We believe the Retrolight System offers a powerful and proactive solution to the growing issue of pedestrian safety. This unsolicited proposal is submitted for the City of Kissimmee's consideration as part of RFQ2021-002, with the goal of reducing pedestrian fatalities and ensuring a safer, more walkable community.

skynovva SOLUTIONS GROUP

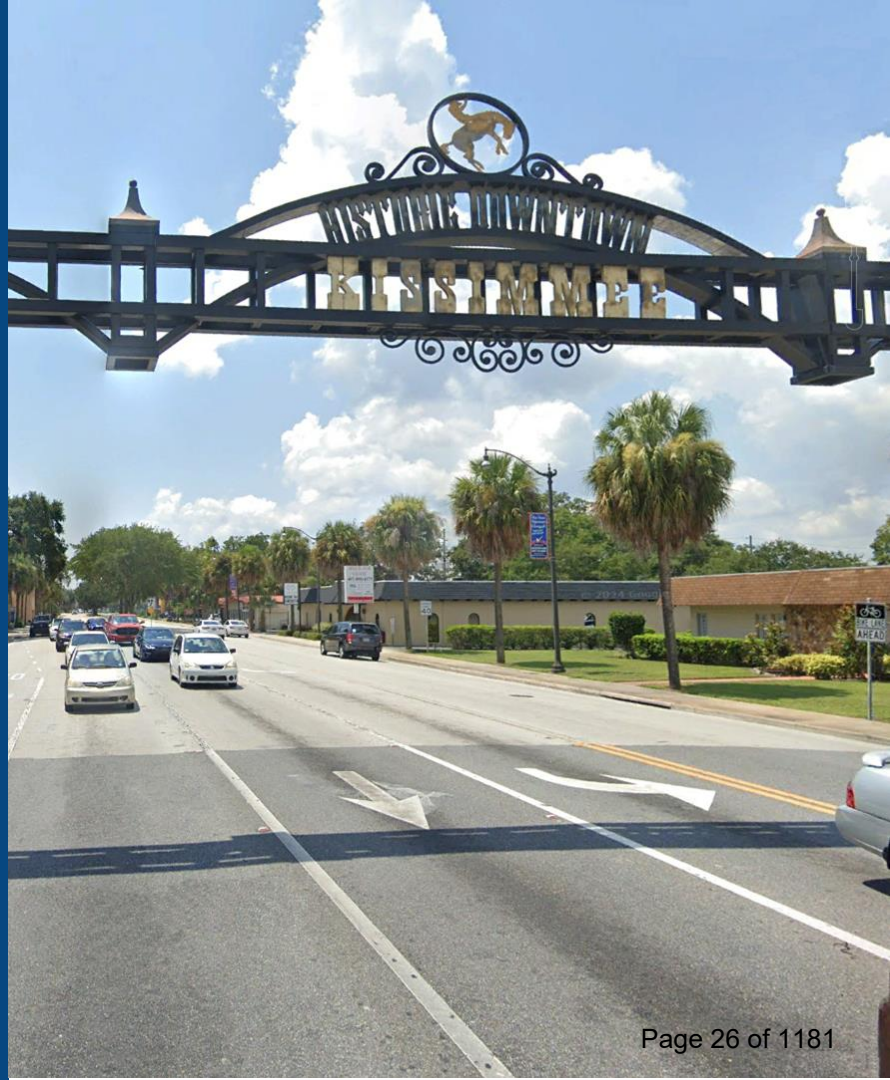
Proposal for the implementation of smart pedestrian crossings in city of Kissimmee

Project no. RFQ2021-002

OSCEOLA COUNTY (92010)
Emmett st / Broadway / Main st

We shed light on road safety

Retrolight System ®



skynovva
SOLUTIONS GROUP

Location of Project

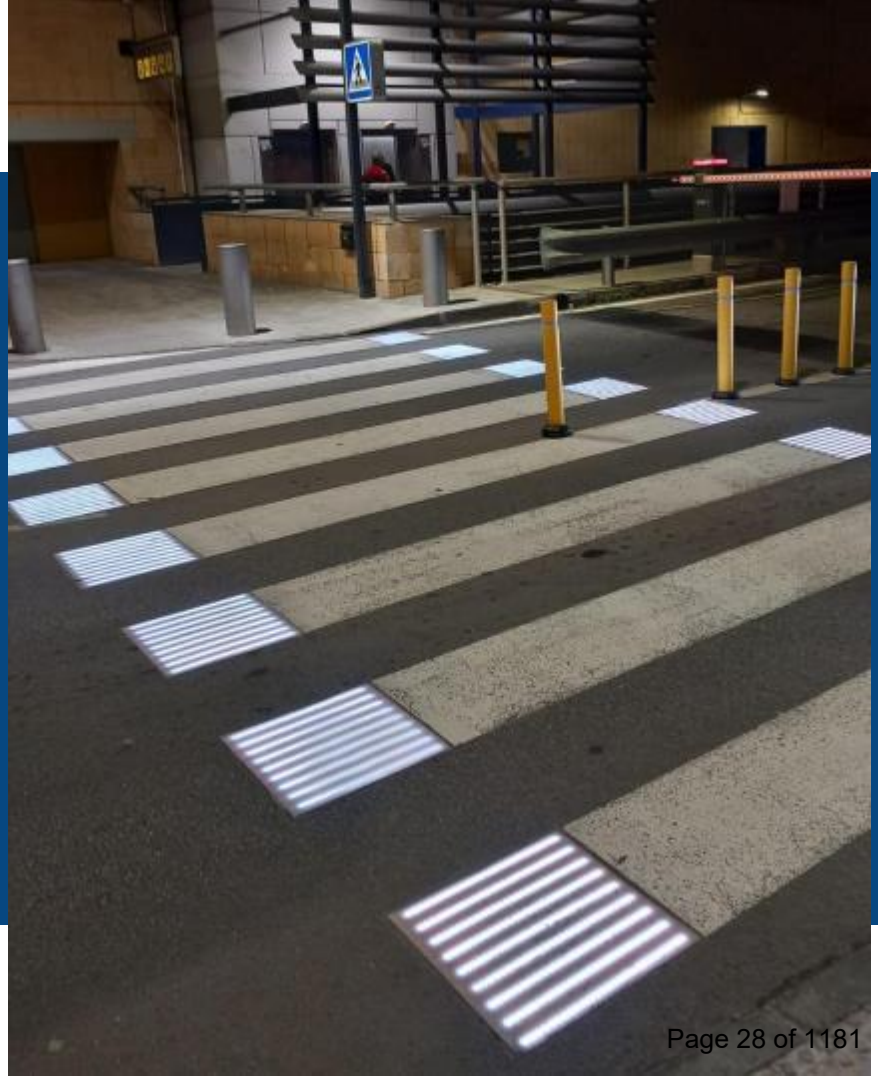
In this proposal, 19 locations have been analyzed where 86 intelligent pedestrian crossings could be placed that will increase pedestrian safety.

The pedestrian automatically activates the pavement warning lights with his presence, to draw the attention of the vehicle driver.



Our **Retrolight System** ® solution
is an advanced system that improves safety at pedestrian crossings by notifying drivers, by illuminating the ground and vertical signs, of a pedestrian's intention to cross.

It is also an energy efficient solution as it remains off except when activated.




skynovva
SOLUTIONS GROUP
A special solution
effective in unregulated
crossings, scenarios with users
vulnerable areas, areas of
reduced visibility and locations
with adverse weather conditions.
Retrolight System ®

Our system reinforces current passive road marking methods
turning it into an active system with safety elements such as our light plates and vertical signage with sensors.



LUMINOUS PLATE

High resistance, watertight and non-slip lighting platform
developed by Sialtrónica in different sizes and finishes.



SENSORY

Electronic system sensorized that adapts to each pedestrian crossing (with or without traffic lights, traffic sensors
presence, button, etc.).



MONITORING

The system collects data on the status of the pedestrian crossing, warns of possible failures and counts pedestrian traffic for statistical purposes.



LUMINOUS SIGNAL

Luminous vertical signaling with or without daytime warning system.



CAMERA

Data capture and transmission. Integration possibilities with Smart City platform.

We comply with international quality standards in our products



All 1.5 cm thick lighting platforms made up of high-brightness SMD LEDs, slip resistance S/UNE-EN 1436 UNE-EN 13036-4 IP-68 waterproofing standard, high resistance IK10.



Our electronic systems adapt to different lighting configurations and time sequences, complying with CE marking standards, Low Voltage Electrical Safety Directive 2014/35/EU and Electromagnetic Compatibility (EMC) Directive 2014/30/EU.

Retrolight System increases safety at any point that must manage pedestrian interaction with vehicles



SPEED HUMPS

- Warns the driver of the presence of speed bumps on the road from a greater distance
- Activates when a vehicle approaches or there is a pedestrian in the pedestrian crossing.



TRAFFIC LIGHTED SIDEWALK

- On-ground warning for distracted pedestrians and smombies
- Management of pedestrian interaction with other vehicles
- Connected to vertical signage
- Data management



BIKE LANES

- Management of interaction with other vehicles
- Identification of passage spaces
- Optional vertical signage
- Data management

skynovva SOLUTIONS GROUP

Economic proposal summary

		Units	TOTAL USD
MATERIALS TO BE SUPPLIED:			**$1,751,810.98**
Pedestrian crossings		86	$1,508,621.24
Speed humps		19	$237,078.10
Bike lane	*Pending definition*		
Getaway modules (€775.40)		3	$6,111.64
ESTIMATED SHIPPING COST			**$11.286,79**
		CFR Miami	$1.324,99
Shipment of adhesive (special due to composition)			*$5.272,17*
Shipping of other merchandise			$4.689,63
TECHNICAL ASSISTANCE			**$26,332.02**
		4	$20,332.02
TOTAL PROPOSAL			**$1,789,429.79**

skynovva SOLUTIONS GROUP

Kissimmee:

Detail by crossing point for Emmet Street

Street	Reference		Number of zebra lines	Colour road light panels 61x10 cm (aprox 24" x 4")	Number of white light panels 50x10cm (aprox 20" x 4")	Number of *amombies light panels* 100x10 (aprox	Number of pedestrian crossing signs	Number of bollards with sensors	Picture	TOTAL
EMMET STREET	S-6	1	6,5	13			0	2		$18,128.98
		2	5	10			0	2		$16,790.40
	S-7	3	5	10			0	2		$16,790.48
		4A	11	22			2	2		$37,181.31
		4B			24					$16,008.77
		5	5	10			0	2		$16,790.48
		6			24					$16,008.77
		7	5	10			0	2		$16,790.48
		8			24					$16,008.77
		9	5	10			0	2		$16,790.48
		10			24					$16,008.77
	S-8	11	5	10			0	2		$16,790.48
		12			24					$16,008.77
		13	5	10			0	2		$16,790.48
	S-9	14	5	10			0	2		$16,790.48
	S-10	Bike pavement messages	Pending definition of signage							$8,228.53
		15	5	10			0	2		$16,790.48
		16	4	8			0	2		$15,489.44
		17	5	10			0	2		$16,790.48

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Kissimmee:

Detail by crossing point for Broadway Avenue

Reference		Number of zebra lines	Colour road light panels 61x10 cm (aprox 24" x 4")	Number of white light panels 50x10cm (aprox 20" x 4")	Number of amombles light panels 100x10 (aprox	Number of pedestrian crossing signs	Number of bollards with sensors	Picture	TOTAL
S-11	18	5	10			2	2		$31,827.23
	19	5,5	11			2	2		$32,273.41
	20	5	10			2	2		$31,827.23
	21	5	10			2	2		$31,827.23
	22	5	10			2	2		$31,827.23
	23	6	12			2	2	The same as step 18	$32,719.58
S-13	24	5	10			0	2		$16,790.48
	25A	12	24			3	2		$45,592.04
	25B			16					$13,415.35
	26	5	10			0	2		$16,790.48
	27A			16					$13,415.35
	27B	12	24			3	2		$45,592.04
	28	5	10		4				$14,501.66
	29A	12	24		4				$20,748.07
	29B			16					$13,415.35
	30	5	10		4				$14,501.66
	31A	12	24		4				$20,748.07
	31B			16					$13,415.35

Reference		Number of zebra lines	Colour road light panels 61x10 cm (aprox 24" x 4")	Number of white light panels 50x10cm (aprox 20" x 4")	Number of amombles light panels 100x10 (aprox	Number of pedestrian crossing signs	Number of bollards with sensors	Picture	TOTAL
S-14	32	5	10			0	2		$16,790.48
	33A	12	24			3	2		$45,592.04
	33B			16					$13,415.35
	34	5	10			0	2		$16,790.48
	35A	12	24			3	2		$45,592.04
	35B			16					$13,415.35
S-15	36	5	10			0	2		$16,790.48
	37A	12	24			3	2		$45,592.04
	37B			16					$13,415.35
	38	5	10			0	2		$16,790.48
	39A	12	24			3	2		$45,592.04
	39B			16					$13,415.35
	40	11	22		4				$19,855.73
	41	15	30		4				$23,425.12
	42	12	24		4				$20,748.07
	43	15	30		4				$23,425.12

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Kissimmee:

Detail by crossing point for Main Street

Reference		Number of zebra lines	Colour road light panels 61x10 cm (aprox 24" x 4")	Number of white light panels 50x10cm (aprox 20" x 4")	Number of smoothies light panels 100x10 (aprox	Number of pedestrian crossing signs	Number of bollards with sensors	Picture	TOTAL
S-16	44	3	6			0	2		$14,597.09
S-17	45		6			0	2		$14,597.09
	46	5	10			0	2		$16,790.48
	47			16					$13,415.35
	48	6	12			0	2		$17,682.81
	49A	11	22			2	2		$37,181.31
	49B			16					$13,415.35
S-18	50	5	10			0	2		$16,790.48
	51	7	14			0	2		$18,575.17
	52	5	10			0	2		$16,790.48
	53			16					$13,415.35
	54	5	10			0	2		$16,790.48
	55A	4	8			1	2		$23,007.83
	55B			16					$13,415.35
	56		4			2	2		$28,741.52

Reference		Number of zebra lines	Colour road light panels 61x10 cm (aprox 24" x 4")	Number of white light panels 50x10cm (aprox 20" x 4")	Number of smoothies light panels 100x10 (aprox	Number of pedestrian crossing signs	Number of bollards with sensors	Picture	TOTAL
S-19	57	11	22		4				$19,855.74
	58	15	30		4				$23,425.12
	59	12	24		4				$20,748.07
	60	15	30		4				$23,425.12
S-20	61	5	10			0	2		$16,790.48
	62A	4	8			2	2		$30,526.21
	62B			16					$13,415.35
	63	4	8			1	2		$23,007.83
	64	5	10			0	2		$16,790.48
	65A	4	8			1	2		$23,007.83
	65B			16					$13,415.35
	66	4	8			2	2		$30,526.21
	67	5	10			0	2		$16,790.48
	68	5	10			0	2		$16,790.48
S-21	69	5	10			0	2		$16,790.48
	70	5	10			0	2		$16,790.48
	71	4	8			2	2		$30,526.21
	72	4	8			1	2		$23,007.83

Due to its versatility, it can also be installed in other types of environments where it is necessary to signal the passage of vehicles.



AIRPORTS

- Definition of spaces on the platforms for each vehicle
- Signalization of pedestrian crossings
- Indoor and outdoor location



RAILWAY

- Signaling of level crossings with traffic lights
- Indoor and outdoor location



EMERGENCIES

- Signaling of spaces for passage of emergency vehicles.
- Indoor and outdoor location



INDUSTRY

- Definition of pedestrian spaces and environments
- Sensorized environments for autonomous vehicles
- Indoor and outdoor location

skynovva SOLUTIONS GROUP

You can contact us at:

Jorge H. Figueroa
USA representative

(262)721-6618

skynovvasolutions@gmail.com

ITEM 4.A

Public Hearing - First Reading: Proposed Ordinance #25-06 - Establishment of Civilian Police Oversight Board

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, ESTABLISHING A CIVILIAN POLICE OVERSIGHT BOARD; AMENDING SECTION 2-3-3, CITY ATTORNEY AS LEGAL ADVISOR; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Request

Approve the First Reading of the Proposed Ordinance #25-06 establishing a Civilian Police Oversight Board.

Explanation

Pursuant to Section 166.0486 of the Florida Statutes, the Chief of the Kissimmee Police Department (KPD) may establish a civilian oversight board to review KPD policies and procedures. The Chief of KPD has decided to establish a civilian oversight board to further the public purposes of strengthening relationships and fostering trust between KPD and the community by providing transparency to KPD operations and an additional forum for the community to interact with KPD. The purpose of this Ordinance is to document in the City of Kissimmee Code the Chief of KPD's decision to establish a civilian oversight board in a manner consistent with other City boards and commissions.

Recommendation

Approve the First Reading of the Proposed Ordinance #25-06 establishing a Civilian Police Oversight Board.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney
Presenter:

Attachment(s):

1. Business Impact Estimate for civilian oversight board ordinance
2. Proposed Ordinance #25-06 _ Citizens' Police Oversight Board
3. Osceola News Gazette - Publishing Proof (Publication Date 06-12-2025)

Business Impact Estimate

Proposed ordinance's title/reference: **PROPOSED ORDINANCE NO. 25-06**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, ESTABLISHING A CIVILIAN POLICE OVERSIGHT BOARD; AMENDING SECTION 2-3-3, CITY ATTORNEY AS LEGAL ADVISOR; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

[1] See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance documents the decision of the Chief of Police to establish a Civilian Oversight Board (hereinafter “Board”) as defined in Section 166.0486, Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The City does not anticipate that businesses will incur any compliance costs associated with this ordinance. No charges or fees are imposed by the proposed ordinance for which businesses will be financially responsible. Creation of the Board will create an indeterminate amount of costs for the City and the City does not expected to receive any new revenue from charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The City does not anticipate that any businesses will be directly impacted by the proposed ordinance.

4. Additional information the governing body deems useful (if any):

None

PROPOSED ORDINANCE NO. 25-06
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, ESTABLISHING A CIVILIAN POLICE OVERSIGHT BOARD; AMENDING SECTION 2-3-3, CITY ATTORNEY AS LEGAL ADVISOR; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 166.0486 of the Florida Statutes, the Chief of the Kissimmee Police Department (hereinafter "KPD") may establish a civilian oversight board to review KPD policies and procedures; and

WHEREAS, the Chief of KPD has decided to establish a civilian oversight board to further the public purposes of strengthening relationships and fostering trust between KPD and the community by providing transparency to KPD operations and an additional forum for the community to interact with KPD; and

WHEREAS, the purpose of this Ordinance is to document in the City of Kissimmee Code the Chief of KPD's decision to establish a civilian oversight board in a manner consistent with other City boards and commissions.

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

SECTION 1. Chapter 2-3, of the Code of Ordinances of the City of Kissimmee, Florida, titled, Boards and Commissions, is hereby amended by adding a Division titled "Civilian Police Oversight Board", which shall read as follows:

Civilian Police Oversight Board

(A) *Composition and terms.*

(1) *Membership.* There is hereby a Civilian Police Oversight Board (hereinafter referred to as "Board" in this Section). It shall consist of a minimum of five and a maximum of seven members as determined by the Chief of Police. Members shall be appointed by the Chief of Police.

a) *Residency, work, or property requirement.* Each member shall either reside, work, or own real property in the City of Kissimmee.
b) *Qualifications.* At least one member shall be a retired law enforcement officer.
c) *Candidacy for or election to office.* Members shall resign from the Board upon qualification as a candidate for elective office and shall not be a sitting elected official.

(2) *Terms.* Of the members first appointed, the majority of members shall be appointed for two years, and remaining members for one year. Thereafter, all appointments to the Board shall be for two years. Members shall not serve more than three (3) consecutive two-year terms.

(3) *Compensation.* Members of the Board shall receive no salaries or fees for service on the Board, but may receive actual and necessary expenses incurred in the performance of their duties of office.

(B) *Organization and meetings.*

(1) *Quorum.* A majority of the Board members shall constitute a quorum for the transaction of business. At least a majority of the quorum is required to take action on an agenda item.

(2) *Officers.* The Board shall elect a Chairperson and Vice Chairperson from its members at the first regular meeting of the Board. The term of the Chairperson and Vice Chairperson shall be one (1) year with eligibility for reelection. Subsequent elections shall be held at the first regular meeting after the expiration of the officer's term. No member shall serve more than two (2) consecutive years as Chairperson or Vice Chairperson. In absence of the Chairperson, the Vice Chairperson shall preside and have the same powers and duties.

(3) *Rules.* All actions of the Board shall be in accordance with applicable law to include but not limited to, the Florida Public Records Law, Florida Government in the Sunshine Law, and the Law Enforcement Officers' Bill of Rights. The Board shall follow the KPD General Order titled "Civilian Police Oversight Board" (hereinafter "KPD General Order"). All meetings of the Board shall be open to the public and held after reasonable public notice. In the absence of a specific rule in this Section or the KPD General Order, members shall follow the current edition of *Robert's Rules of Order Newly Revised* when conducting the official business of the Board. The Board shall prepare minutes for all Board meetings and keep a record of its resolutions, findings and recommendations, and attendance and voting records of its members, all of which shall be public record. The Board shall meet at a date, time, and frequency determined by the Chief of Police.

(C) *Powers and duties.*

(1) *Advisor to Chief of Police.* The Board shall be advisory to the Chief of Police who shall always remain in command of the Kissimmee Police Department.

(2) *Review of Police Department rules.* The Board shall review policies, procedures, rules, regulations, general, or special orders (hereinafter "KPD Rule" or "KPD Rules") upon request of a City of Kissimmee Commissioner, a member of the Board, the City Manager, a designee of the City Manager, the Chief of Police, or a designee of the Chief of Police.

(3) *Reports.* Following a review of a KPD rule pursuant to subsection (2) above, the Board shall submit a written report to the Chief of Police. The report shall state with specificity the grounds for such recommendation. The report shall be signed by the Chairperson and be reflective of the majority of the Board. Any written dissenting opinions or recommendations shall be signed and forwarded with the majority report.

Said written report may contain any of the following:

a) A recommendation for approval of the KPD rule.
b) A recommendation for disapproval of the KPD rule.
c) A recommendation for modification or amendment of the KPD rule.
d) A recommendation for additional information, research or inquiry related to the KPD rule.

SECTION 2. Chapter 2 of the Code of Ordinances of the City of Kissimmee titled, Administration, Article III, Boards and Commissions, is hereby amended to read as follows:

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.

Section 2-147 City Attorney as Legal Advisor.

The City Attorney or ~~his or her~~ their designee is hereby designated as the legal advisor to all boards and commissions of the city~~, except for Citizens' Police Review Board~~. All legal opinions given by the legal advisor of the board or commission shall be accepted and followed by the board to or for which the opinion is given. The City Attorney may designate an in-house attorney or outside counsel to serve as legal advisor to any board or commission described in this Article.

SECTION 3. SEVERABILITY. 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 4. CONFLICT. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5. ADMINISTRATIVE CORRECTION. This Ordinance may be re-numbered or re-lettered, and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Attorney, without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 6. CODIFICATION. This ordinance shall be codified as a part of the City of Kissimmee City Code. The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this _____ day of _____, 2025.

_____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legality:

_____
Olga Sanchez de Fuentes, City Attorney

Column

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Osceola News-Gazette** on the dates indicated below.
If changes are needed, please contact us prior to deadline at **(407) 846-7600**.

Notice ID: JrPzkmO9BYiH2CUViJnP | **Proof Updated: May. 27, 2025 at 11:36am EDT**
Notice Name: COK*ORDINANCE#25-06 - Civilian Police Board

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
City Clerk's Office City of Kissimmee cityclerkemail@kissimmee.gov (407) 518-2309	Osceola News-Gazette

Columns Wide: 2 **Ad Class:** Legals

06/12/2025: Legal and Public Notice	61.29

Subtotal	$61.29
Tax %	0
Processing Fee	$6.13
Total	**$67.42**

See Proof on Next Page

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, June 17, 2025,** at **6:00 p.m.** in the City Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, July 1, 2025,** 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 City Hall,101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #25-06

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, ESTABLISHING A CIVILIAN POLICE OVERSIGHT BOARD; AMENDING SECTION 2-3-3, CITY ATTORNEY AS LEGAL ADVISOR; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH 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).
June 12, 2025

ITEM 4.B

Public Hearing - First Reading: Proposed Ordinance #25-08 - Updated Building Fee Ordinance

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CHAPTER 9 BUILDINGS AND BUILDING REGULATIONS, AMENDING DIVISION 5 BUILDING PERMITS SECTION 9-115 COMMERCIAL PERMIT FEES; SECTION 9-116 MULTIFAMILY PERMIT FEES; SECTION 9-117 MISCELLANEOUS PERMIT FEES; SECTION 9-118 SINGLE FAMILY RESIDENCE PERMIT; SECTION 9-119 INSPECTIONS; SECTION 9-120 VALUATION OF CONSTRUCTION; SECTION 9-121 FAILURE TO OBTAIN A PERMIT; SECTION 9-122 PLAN REVISIONS; SECTION 9-124 PERMIT EXTENSIONS; SECTION 9-125 ANNUAL INCREASE; SECTION 9-126 TECHNOLOGY; SECTIONS 9-127 THROUGH 9-140 RESERVED; DIVISION 6 MECHANICAL PERMITS SECTION 9-141 SCHEDULE OF PERMIT FEES; SECTION 9-142 FAILURE TO OBTAIN A PERMIT; SECTION 9-143 PLAN REVISIONS; SECTION 9-144 DUPLICATE PERMITS; SECTION 9-145 PERMIT EXTENSIONS; SECTION 9-146 ANNUAL INCREASE; SECTION 9-147 TECHNOLOGY; SECTIONS 9-148 THROUGH 9-165 RESERVED; DIVISION 7 PLUMBING PERMITS; SECTION 9-166 SCHEDULE OF PERMIT FEES; SECTION 9-167 INSPECTIONS; SECTION 9-168 FAILURE TO OBTAIN A PERMIT; SECTION 9-169 PLAN REVISIONS; SECTION 9-171 PERMIT EXTENSIONS; SECTION 9-172 ANNUAL INCREASE; SECTION 9-173 TECHNOLOGY; SECTIONS 9-174 THROUGH 9-185 RESERVED; DIVISION 8 ELECTRICAL PERMITS SECTION 9-186 SCHEDULE OF PERMIT FEES; SECTION 9-187 INSPECTIONS; SECTION 9-188 FAILURE TO OBTAIN A PERMIT; SECTION 8-189 PLAN REVISIONS; SECTION 9-191 PERMIT EXTENSIONS; SECTION 9-192 ANNUAL INCREASE; SECTION 9-143 TECHNOLOGY; SECTIONS 9-194 THROUGH 9-222 RESERVED; DIVISION 9 FIRE PERMITS SECTION 9-223 SCHEDULE OF PERMIT FEES; SECTION 9-224 INSPECTION FEES; SECTION 9-225 FAILURE TO OBTAIN A PERMIT; SECTION 9-226 PLAN REVISIONS; SECTION 9-227 DUPLICATE PERMITS; SECTION 9-228 PERMIT EXTENSIONS; SECTION 9-229 ANNUAL INCREASE; SECTION 9-230 TECHNOLOGY; SECTIONS 9-231 THROUGH 9-241 RESERVED; DIVISION 10 REFUNDS SECTION 9-242 FEE REFUNDS; SECTION 9-243 APPLICABILITY; AND SECTION 9-244 NON-REFUNDABLE CONDITIONS AND FEES BY UPDATING THE FEES TO ADEQUATELY ADDRESS THE COST OF PROCESSING ITEMS, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Request

Staff requests that this item be rescheduled and re-advertised for a later date.

Explanation

This proposed ordinance was advertised for a public hearing. Due to necessary revisions, staff requests that the Commission take no action to allow for revisions to the draft to be made. The ordinance will be re-advertised for consideration at a later date.

Recommendation

No action required.

REQUESTED CITY COMMISSION ACTION:

No Action

Department: Development Services
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 5.A
Public Hearing - Kissimmee Gateway Airport Commerce Park Mixed Use Planned Unit Development (MUPUD) Amendment - PUD-25-0001

Request

Approval of a Mixed Use Planned Unit Development (MUPUD) Amendment to add and clarify uses on approximately 22 acres of land.

Explanation

This amendment is needed to support the Kissimmee Gateway Airport Master Plan Update by adding and clarifying uses of the Dyer Thacker Commerce Park PUD. The Dyer Thacker Commerce Park PUD was approved at the August 17, 2010 City Commission Meeting (Ord. 2775)(DRC#10-060). With all of the parcels owned by the City, the amendment will rebrand the name of the MUPUD to the Gateway Airport Commerce Park to further emphasize the strategic vision of the plan dedicated to meet the growing needs of the aviation community.

Consisting of approximately 22 acres across 7 parcels, the Gateway Airport Commerce Park MUPUD will consolidate the previous list of uses into a more user-friendly table of general uses. New uses include hotels/motels, dormitories, colleges, and universities. Hotels/Motels and dormitories are limited to airport dependent or airport/aviation related training, instruction, or maintenance programs and events on Parcel E only. The length of a hotel/motel stay will be limited to no more than 30% of the total units/rooms can be used for occupancy longer than 30 nights. All of the remaining units/rooms are limited to no more than 30 nights. No units/rooms can exceed a total occupancy of 60 nights. Once a dormitory is built on Parcel E, any occupancy over 30 nights at the hotel/motel will not be allowed.

Other uses, such as colleges and universities, are limited to specific parcels within the MUPUD because of the close proximity to the airport's Runway Protection Area and Building Restriction Line. No changes are being made to any of the previously established design and development standards (e.g., setbacks, height, lot size, building design standards, etc.) Uses will also be subject to a ground lease agreement with the City.

The Kissimmee Gateway Airport Master Plan Update was approved by the Federal Aviation Administration (FAA) on January 3, 2024 and was presented to the City Commission during a workshop on April 16, 2024. The Master Plan is a document created to provide the Airport the flexibility it needs to address changes in its operating environment and outlines demand driven airport improvements. The policies, schedules, and phasing of the improvements in the plan are all dependent on funding that can be modified to facilitate the environmental, social, and aviation interests of the community.

FINDINGS AND REASONS:

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.4.2, Airport Expansion (AE), which iis intended to accommodate activities predominantly connected with typical industrial uses, low-intensity commercial uses, and supporting non-industrial uses and activities related to the Kissimmee Gateway Airport. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall continue to be applied to all lands comprising the Kissimmee Gateway Airport and to the nearby areas appropriate for industrial uses.

2. Compliance with Comprehensive Plan Transportation Element Policy 2.4.1.2, Consistency of Improvements with Other Plans, in that the city shall continue to support airport improvement proposals that are consistent with the City's Comprehensive Plan and the Kissimmee Gateway Airport Master Plan.
3. Compliance with Land Development Code Section 14-3-27(G)(2), Zoning Map and Land Development Code Amendments, in regards to the requested changes and deviations from a previously approved PUD conceptual plan that requires City Commission approval.
4. Compliance with Land Development Code Section 14-4-8(D), Mixed-Use Planned Unit Development District (MUPUD), which is intended to permit land under unified control to be planned and developed with a compatible mix of residential and commercial purposes or commercial-light industrial uses with a greater amount of design flexibility by removing some of the restrictions of conventional zoning. The mix of uses within the Kissimmee Gateway Airport Commerce Park is compatible with the intent of the Airport Expansion (AE) Future Land Use designation.

Recommendation

Approve the Gateway Airport Commerce Park MUPUD Amendment.

The Development Review Committee (DRC) recommended approval on April 15, 2025.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 on May 7, 2025.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Brenda Ryan

Attachment(s):
1. PUD-25-0001 Aerial Map
2. PUD-25-0001 Vicinity Map
3. PUD-25-0001 Site Data Tables
4. PUD-25-0001 MUPUD Clean Narrative
5. PUD-25-0001 MUPUD Strikethrough Narrative
6. PUD-25-0001 Dyer Thacker Commerce Center PUD Narrative DRC#10-060
7. PUD-25-0001 May 7, 2025 PAB Minutes
8. PUD-25-0001 DRC Comments

PUD-25-0001
Planned Unit Development
Kissimmee Gateway Airport Commerce Park PUD



May 5, 2025

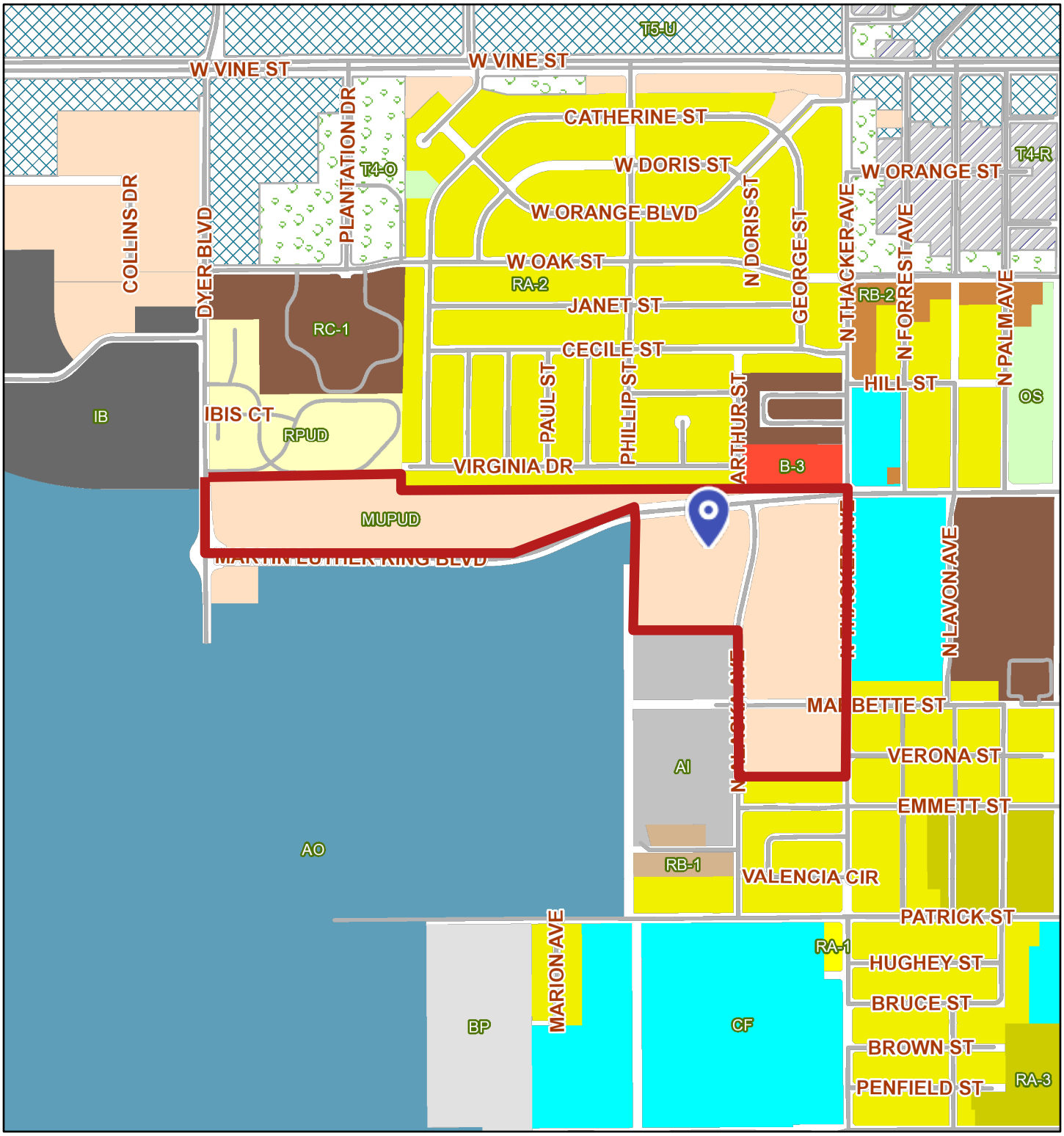
1:12,037

0 0.07 0.15 0.3 mi
0 0.13 0.25 0.5 km

Parcels
Road Centerlines
City Limits
CITY
COUNTY
World Imagery
Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations
2.4m Resolution Metadata

State of Florida, Maxar

PUD-25-0001
Kissimmee Gateway Airport Commerce Park
Mixed Use Planned Unit Amendment (MUPUD)



May 1, 2025

1:12,037

0 0.07 0.15 0.3 mi
0 0.13 0.25 0.5 km

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)
CF (Community Facility)

Kissimmee Gateway Airport Commerce Park
(formerly Dyer Thacker Commerce Park)
Mixed Use Planned Unit Development (MUPUD) Amendment
Parcel ID# 20-25-29-1341-0001-0010 (Parcel A) & 20-25-29-1341-0001-0020 (Parcel A)
20-25-29-1341-0001-0030 (Parcel B), 20-25-29-1341-0001-0040 (Parcel C),
20-25-29-1341-TRAC-0060 (Parcel C), 20-25-29-1341-TRAC-0060 (Parcel D)
Portion of 20-25-29-2360-0017-0010 (Parcel D), 20-25-29-1341-0001-0070 (Parcel E)
20-25-29-1341-TRAC-0010 (Parcel F), portion of 20-25-29-1341-0001-0060 (Parcel G)
North and South of Martin Luther King, Jr. Blvd. west of Thacker Ave.,
Site Data Tables

Site Data	
Size	21.9 acres
Future Land Use Designation	Airport Expansion (AE)
Proposed Future Land Use Designation	N/A
Zoning District Designation	Mixed Use Planned Unit Development (MUPUD)
Proposed Zoning District Designation	N/A
Existing Overlay District	Multimodal Transportation District (MMTD)
Existing Use(s)	Recreation, Commercial, Office, Vacant
Proposed Use(s)	Recreation, Commercial, Office, Hotel/Motel, Dormitories, Colleges/Universities
Adjacent Land Use	
North	Institutional (INST), Industrial (IN), Commercial General (CG), Single Family Low Density Residential (SF-LDR), Multiple Family High Density Residential (MF-HDR), Office-Residential (OR)
South	Airport Expansion (AE), SF-LDR
East	INST, Recreation (REC), SF-LDR
West	AE & IN
Adjacent Zoning	
North	Single Family Residential (RA-2), Planned Unit Development (PUD), General Commercial (B-3)
South	Single Family Residential (RA-3), Airport Industrial (AI), Airport Operations (AO)
East	Community Facilities (CF), RA-2, AO
West	AI, AO, Industrial Business (IB)
Past/Current Project Tracking	DRC-10-060 Dyer Thacker Commerce Park PUD-25-0001 PUD Amendment (Pending)

Comprehensive Plan Summary
Policy 1.2.4.2, Airport Expansion (AE): The Airport Expansion (AE) land use designation is intended to accommodate activities predominantly connected with typical industrial uses, low-intensity commercial uses, and supporting non-industrial uses and activities related to the Kissimmee Gateway Airport. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall continue to be applied to all lands comprising the Kissimmee Gateway Airport and to nearby areas appropriate for

industrial uses. The Land Development Code shall continue to establish the permitted uses and applicable restrictions which shall be applied to areas with the Airport Expansion (AE) land use designation. The Kissimmee Gateway Airport Master Plan and the FAA Regulations shall govern placement and specifications of structures where applicable.	
Potential Zoning Districts	Airport Operations (AO)
	Airport Industrial (AI)
	Mixed-Use Planned Unit Development District (MUPUD)

Zoning District Standards District Summary
Land Development Code Section 14-4-8(D), Mixed Use Planned Unit Development (MUPUD) Intent: The purpose of this district is to permit land under unified control to be planned and developed for a compatible mix of residential and commercial purposes or commercial-light industrial uses with a greater amount of site design flexibility by removing some of the restrictions of conventional zoning.

Public Facilities Analysis	
Transportation	
Adjacent street	Martin Luther King, Jr. Blvd., Dyer Blvd., Thacker Ave., N. Alaska Ave.
Street Quality of Service (QOS)	Adjacent Streets are under City and County (Thacker Ave.) jurisdictions.
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

KISSIMMEE GATEWAY AIRPORT COMMERCE PARK MUPUD ZONING OVERVIEW

I. Intent

The extension of MLK Boulevard to Dyer Boulevard opened the ability for the development of new aviation and aviation supportive facilities on the northeast side of the airport. This creates significant opportunities for diversifying the types of aviation supportive developments, as the extension provides a direct link to downtown which includes the various medical industry businesses which support the HCA Kissimmee Medical Center just east of the airport off MLK Boulevard.

The purpose of establishing a Planned Unit Development within this area is to establish a wide variety of aviation, aviation supportive and aviation friendly uses that create an important link with the downtown area to the east, provide support services for the Airport and industrial areas to the west, and are sensitive to the surrounding residential areas along Thacker Avenue. It will also create a unified, context-sensitive set of design criteria to ensure that future development enhances the surrounding area.

A large portion of Parcel A is unusable due to the Runway Protection Zone (RPZ) and has limited airport and recreation use allowability.

Parcels B and C, which currently include playing fields and the YMCA will be geared toward more commercial uses that serve the surrounding residential, medical and commercial areas to the east.

Parcel D will remain open space as the majority of the parcels is within the Runway Protection Zone (RPZ) and cannot be improved due to the proximity of the runway to the southwest. (See Exhibit A for a more detailed location)

Parcel E will provide a mixture of commercial and light industrial uses geared toward both aviation and aviation related activities.

Parcel G will be devoted to administrative offices and other airport related uses seen fit by Kissimmee Gateway Airport and it's administration.

DEVELOPMENT STANDARDS

I. Uses

Use	See Section	Parcel A	Parcel B	Parcel C	Parcel D(3)	Parcel E	Parcel F	Parcel G
Airport-Related Uses		P(1)	P	P		P		P
Carwash	14-4-					C(4)		

Establishments	6(D)(5)							
Child Care Facilities	14-6-37		C	C		C		
Civic, Social Clubs			P	P		P		
Community Centers			P	P		P		
Colleges and Universities			C	C		P		
Dormitories						P(5)(6)		
Drive Through Facilities with an Allowed Use	14-6-40		P/C(7)	P/C(7)		P/C(7)		
Educational Service Establishments			P	P		P		
Equipment Sales, Rental and Leasing, Light			P(8)(9)	P(8)(9)		C(8)(9)		
Financial Institutions			P	P		P		
Government Use(14)			P	P		P	P(1)	
Hotels and Motels						P(5)(6)		
Kennels			C(4)	C(4)		C(4)		
Libraries and Museums			P	P		P		
Manufacturing, Light	14-6-15					C(8)(10)		
Microbreweries	Ch. 5-3		C	C		P		
Motion Picture Production Studio			C(4)	C(4)		C(4)		
Motor Vehicle Repair, Light			C(8)(10)			C(8)(10)		
Office Establishments			P	P		P		P(2)
Parking Garages, Principle Use	14-7-28		P	P		P		
Parking Lots (Surface),	14-7-23		C(11)	C(11)		C(11)		

Principle Use								
Recreation Areas, Active		P(1)						
Recreation Areas, Passive		P(1)						
Recreation Facilities, Indoor		P(1)	P	P		P		
Repair Service Establishment, Light			P(8)(10)	P(8)(10)		P(8)(10)		
Research and Development Establishments			P	P		P		
Restaurants			P/C(7)	P/C(7)		P/C(7)		
Retail Sales Establishments			P	P		P		
Service Establishments, Business			P/C(7)	P/C(7)		P/C(7)		
Service Establishments, Communication			P	P		P		
Service Establishments, Intensive						C(10)		
Service Establishments, Personal			P	P		P		
Storage Facilities, Self-Service	14-6-47		P(12)	P(12)		P(12)		
Utility Laydown and Storage Yard				P(15)				
Veterinary Clinics			P(13)	P(13)		P(13)		
Warehouse						P(10)		
Wholesale Trade Establishments			P/C(7)(8)	P/C(7)(8)		P(8)		

(1) Only allowed outside of the Runway Protection Area and Building Restriction Line as identified in Exhibit Map A.
(2) Administration offices only associated with the airport.
(3) Is located within the Runway Protection Area and Building Restriction Line, therefore no uses are allowed for Parcel D in Exhibit Map A.
(4) Allowed only on lots located more than 300 feet from residential zoning district boundaries.

(5) Allowed only when in connection with an airport dependent and related use.
(6) Length of occupancy is not governed by the Land Development Code short-term occupancy timeline. No more than 30% of the units/room can be used for occupancy longer than 30 nights, but occupancy cannot exceed 60 nights. Remaining units/rooms are limited to stays no longer than 30 nights. Once a dormitory is built, this use allowance shall be discontinued.
(7) Conditional use required if located within 300 feet of a residential zoning district. Otherwise the use is permitted.
(8) No outdoor storage allowed.
(9) Building gross floor area shall not exceed 4,000 square feet.
(10) All repair, manufacturing and intensive service establishments activities conducted within 300 feet of a residential district shall be in completely enclosed buildings.
(11) No oversized, commercial vehicles, overnight parking or storage.
(12) Only allowed within a mixed-use development and not directly fronting a public roadway.
(13) No boarding unless approved as a conditional use for a kennel.
(14) Government use is defined as any use authorized by the City of Kissimmee.
(15) Electrical utility storage only. Storage shall not exceed 6 feet in height. The compound shall be fenced by a solid wrought iron enclosure no taller than 10 feet in height. Barbed wire is prohibited. Compound shall be setback at least 35 feet from Thacker Avenue right-of-way. Access shall be paved and shall be limited to Alaska Avenue only. Canopy trees, a minimum of 2 ½ inches in caliper shall be placed between the fence and Thacker Avenue.

II. Basic Site Design Standards

A. Setbacks

Parcel A
Front: 25-ft (35-ft adjacent to Martin Luther King Boulevard or Thacker Avenue)
Side: 10 ft
Street Side: 25 ft
Rear: 10 ft

Parcel B
Front: 25-ft (35-ft adjacent to Mabbette Street or Thacker Avenue)
Side: 10-ft
Street Side: 25-ft
Rear: 10 ft

Parcel C
Front: 25-ft (35-ft adjacent to Mabbette Street or Thacker Avenue)
Side: 10-ft
Street Side: 25-ft
Rear: 10 ft (1-ft for each foot of building height adjacent to residential)

Parcel D (No construction permitted due to runway)

Parcel E
Front: 25-ft (35-ft adjacent to MLK Blvd.)
Side: 10 ft
Street Side: N/A
Rear: 15 ft

B. Lot Size (All parcels):
Minimum Lot area: 30,000 sq ft
Minimum Lot Width: 150 ft
Minimum Lot Depth: 150 ft

C. Lot Coverage (All parcels):
Less than 80%

D. Structure Height (All parcels)
Not to exceed FAA (Federal Aviation Administration) standards.

E. Other Design Standards

1. The use of corrugated metal finishes or similar exterior materials on any building shall be prohibited.

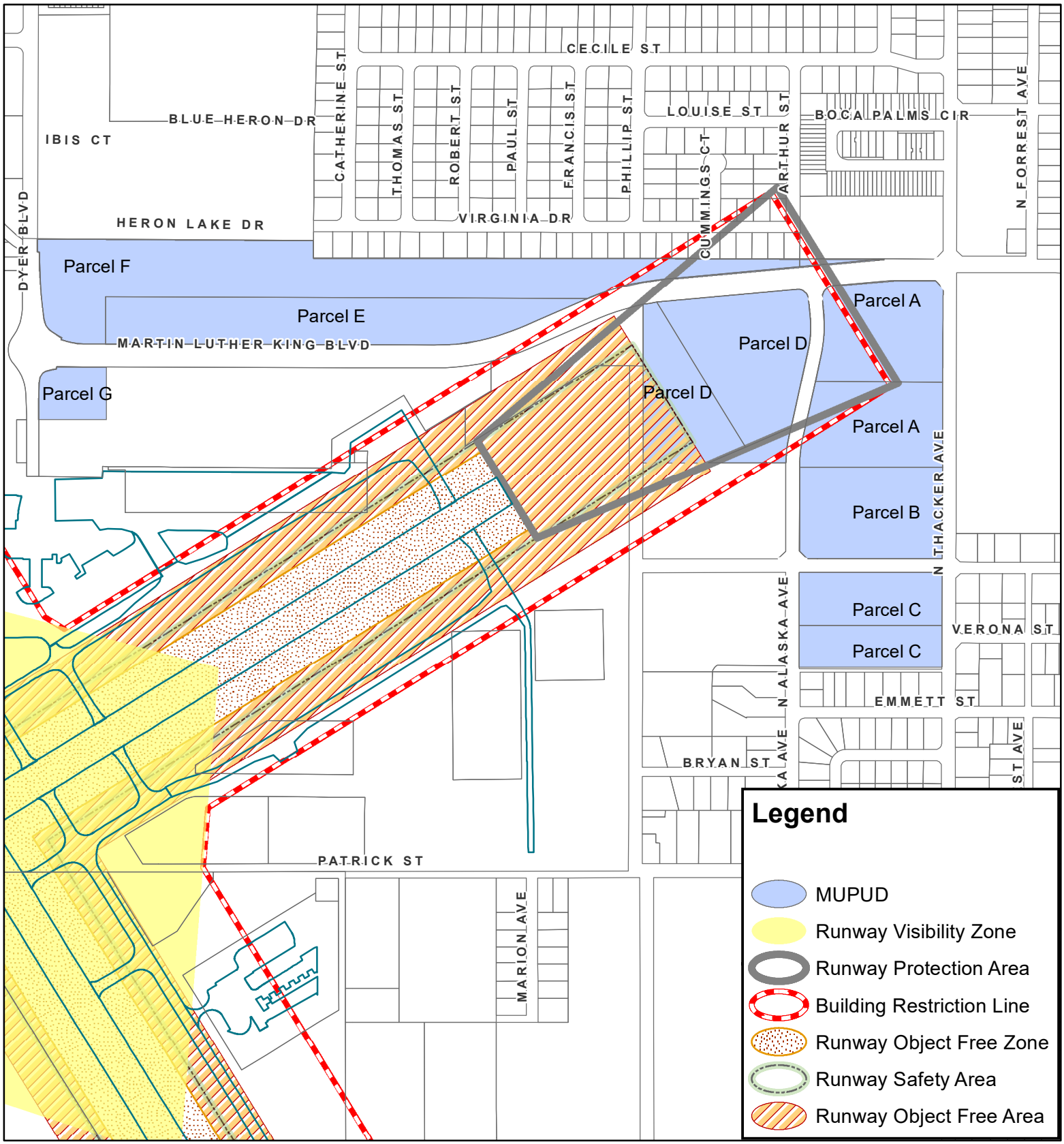
2. All buildings shall have a main entrance facing a public street.

3. Variations in height, horizontal divisions, window treatments and façade materials shall be used to create façade articulation and break up the perceived mass of proposed buildings. Recesses and projections of the wall plane, entryways or storefront windows, and changes in texture material, or color shall also be used to break down the mass of a façade wall.

4. Mechanical equipment shall be screened from all adjacent rights-of-way by shrubs in accordance with the Land Development Code and shall not be located between buildings and adjacent rights-of-way.

5. All other site design standards shall adhere to the requirements in the Land Development Code.

Kissimmee Gateway Airport Commerce Park PUD



0 187.5375 750 1,125 1,500 Feet

N

KISSIMMEE GATEWAY AIRPORT COMMERCE PARK: Legal Description of Properties

Parcel A:

ZERN'S BUNGALOW COURT, BLOCK A, LOTS 1 - 10, PB 1, PG 191.

AND

ZERN'S BUNGALOW COURT, BLOCK B, LOTS 1 – 10, PB 1, PG 191.

AND

ZERN'S BUNGALOW COURT, BLOCK C, LOTS 1 – 6, PB 1, PG 191.

AND

THOSE RIGHTS OF WAY LYING BETWEEN ABOVE REFERENCED BLOCKS A, B, AND C

AND

WEST KISSIMMEE, BLOCK 17, LOTS 3 – 6, LESS S 400 FT OF E 545 FT OF BLOCK 17, PB A, PG 12.

CONTAINS 13.048 ACRES±

PARCEL B:

WEST KISSIMMEE, BLOCK 17, E 545 FT LOT 6 AND E 545 FT OF S 190 FT LOT 5, PB A, PG 12.

CONTAINS 5.001 ACRES±

PARCEL C:

WEST KISSIMMEE, BLOCK 32, LOTS 1 & 2, PB A, PG 12.

CONTAINS 6.075 ACRES±

PARCEL D:

WEST KISSIMMEE, BLOCK 18, LOTS 1-4, PB A, PG 12.

CONTAINS 12.000 ACRES±

PARCEL E:

COMMENCE AT A 4"X4" CONCRETE MONUMENT NO IDENTIFICATION, BEING THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 841, PAGES 1697-1698, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF THE FORMER CSX RAILROAD, QUIT CLAIMED TO THE CITY OF KISSIMMEE, PER OFFICIAL RECORD BOOK 3746, PAGES 2290-2294, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA: THENCE SOUTH 00°04'36" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT OF WAY OF SAID FORMER CSX RAILROAD; SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 1, BLOCK 22, MAP OF WEST KISSIMMEE, AS RECORDED IN PLAT BOOK A, PAGE 12, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY; THENCE NORTH 89°55'24" WEST, ALONG SAID SOUTH LINE, AND ALONG SAID NORTH LINE, A DISTANCE OF 111.59 FEET TO A POINT ON THE EAST EDGE OF PAVEMENT OF DYER BOULEVARD AND THE POINT OF BEGINNING; THENCE SOUTH 89°55'24" EAST, RETURNING ALONG SAID SOUTH VACATED RAILROAD RIGHT OF WAY AND ALONG THE NORTH LINE OF SAID MAP, A DISTANCE OF 2611.22 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF CHASE AVENUE AS SHOWN ON SAID MAP OF WEST KISSIMMEE; THENCE LEAVING SAID VACATED RIGHT OF WAY, SOUTH 00°09'05" WEST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 63.61 FEET TO A POINT ON THE PROPOSED CENTERLINE OF MARTIN LUTHER KING BOULEVARD PHASE III; SAID POINT ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A

RADIUS OF 750.00 FEET AND CENTRAL ANGLE OF 20°52'04", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID CENTERLINE, A DISTANCE OF 273.16 FEET TO THE END OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING SOUTH 68°42'40" WEST, 271.65 FEET), THENCE SOUTH 58°16'38"WEST, ALONG SAID CENTERLINE, A DISTANCE OF 197.55 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 755.00 FEET AND A CENTRAL ANGLE OF 31°47'58", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID CENTERLINE A DISTANCE OF 419.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE, (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING SOUTH 74°10'37" WEST, 413.67 FEET); THENCE NORTH 89°55'24" WEST, ALONG SAID CENTERLINE A DISTANCE OF 1486.19 FEET TO A POINT ON THE NORTHERLY PROJECTION OF THE EAST EDGE OF PAVEMENT OF KISSIMMEE GATEWAY AIRPORT ADMINISTRATION BUILDING PARKING LOT; THENCE SOUTH 00°25'09" WEST ALONG SAID NORTHERLY PROJECTION AND ALONG SAID EAST EDGE OF THE ADMINISTRATION BUILDING PARKING LOT A DISTANCE OF 249.77 FEET TO A POINT ON THE NORTH EDGE OF SAID PARKING LOT, THENCE NORTH 89°17'07 WEST ALONG SAID NORTH EDGE OF PARKING LOT, A DISTANCE OF 305.08 FEET, TO A POINT ON SAID EASTERLY EDGE OF PAVEMENT OF SAID DYER BOULEVARD; THENCE NORTH 00°06'22" EAST, ALONG SAID EASTERLY EDGE OF PAVEMENT A DISTANCE OF 626.37 FEET TO THE POINT OF BEGINNING.

CONTAINS 21.948 ACRES±

~~DYER THACKER~~ KISSIMMEE GATEWAY AIRPORT COMMERCE PARK MUPUD ZONING OVERVIEW

I. Intent

The extension of MLK Boulevard to Dyer Boulevard opened~~s~~ the ability for the development of new aviation and ~~non-~~aviation supportive facilities on the northeast side of the airport. This creates significant opportunities for diversifying the types of ~~non-~~aviation supportive developments, as the extension provides a direct link to downtown which includes the various medical industry businesses which support the ~~Osceola Regional~~ HCA Kissimmee Medical Center just east of the airport off MLK Boulevard.

The purpose of establishing a Planned Unit Development within this area is to establish a wide variety of aviation, ~~and non-~~aviation supportive and aviation friendly ~~related~~ uses that create an important link with the downtown area to the east, provide support services for the Airport and industrial areas to the west, and are sensitive to the surrounding residential areas along Thacker Avenue. It will also create a unified, context-sensitive set of design criteria to ensure that future development enhances the surrounding area.

A large portion of Parcel A is unusable due to the Runway Protection Zone (RPZ) and has limited airport and recreation use allowability.

Parcels ~~A,~~ B and~~,~~ C, which currently include playing fields and the YMCA will be geared toward more commercial uses that serve the surrounding residential, medical and commercial areas to the east. ~~The YMCA on Parcel B will remain in place once the PUD is established.~~

Parcel D will remain open space as the~~is~~ majority ~~entire~~ of the parcels ~~falls~~ is within the Runway Protection Zone (RPZ) and cannot be improved due to the proximity of the runway to the southwest. (See Exhibit A for a more detailed location)

Parcel E will provide a mixture of commercial and light industrial uses geared toward both aviation and ~~non-~~aviation related activities.

Parcel G will be devoted to administrative offices and other airport related uses seen fit by Kissimmee Gateway Airport and it's administration. ~~This parcel will rely heavily on the extension of MLK Blvd west of Thacker Avenue.~~

DEVELOPMENT STANDARDS

I. Uses

Use	See Section	Parcel A	Parcel B	Parcel C	Parcel D(3)	Parcel E	Parcel F	Parcel G

Airport-Related Uses		P(1)	P	P		P		P
Carwash Establishments	14-4-6(D)(5)					C(4)		
Child Care Facilities	14-6-37		C	C		C		
Civic, Social Clubs			P	P		P		
Community Centers			P	P		P		
Colleges and Universities			C	C		P		
Dormitories						P(5)(6)		
Drive Through Facilities with an Allowed Use	14-6-40		P/C(7)	P/C(7)		P/C(7)		
Educational Service Establishments			P	P		P		
Equipment Sales, Rental and Leasing, Light			P(8)(9)	P(8)(9)		C(8)(9)		
Financial Institutions			P	P		P		
Government Use(14)			P	P		P	P(1)	
Hotels and Motels						P(5)(6)		
Kennels			C(4)	C(4)		C(4)		
Libraries and Museums			P	P		P		
Manufacturing, Light	14-6-15					C(8)(10)		
Microbreweries	Ch. 5-3		C	C		P		
Motion Picture Production Studio			C(4)	C(4)		C(4)		
Motor Vehicle Repair, Light			C(8)(10)			C(8)(10)		
Office Establishments			P	P		P		P(2)
Parking	14-7-28		P	P		P		

Garages, Principle Use								
Parking Lots (Surface), Principle Use	14-7-23		C(11)	C(11)		C(11)		
Recreation Areas, Active		P(1)						
Recreation Areas, Passive		P(1)						
Recreation Facilities, Indoor		P(1)	P	P		P		
Repair Service Establishment, Light			P(8)(10)	P(8)(10)		P(8)(10)		
Research and Development Establishments			P	P		P		
Restaurants			P/C(7)	P/C(7)		P/C(7)		
Retail Sales Establishments			P	P		P		
Service Establishments, Business			P/C(7)	P/C(7)		P/C(7)		
Service Establishments, Communication			P	P		P		
Service Establishments, Intensive						C(10)		
Service Establishments, Personal			P	P		P		
Storage Facilities, Self-Service	14-6-47		P(12)	P(12)		P(12)		
Utility Laydown and Storage Yard				P(15)				
Veterinary Clinics			P(13)	P(13)		P(13)		
Warehouse						P(10)		
Wholesale			P/C(7)(8)	P/C(7)(8)		P(8)		

Trade Establishments								

(1) Only allowed outside of the Runway Protection Area and Building Restriction Line as identified in Exhibit Map A.
(2) Administration offices only associated with the airport.
(3) Is located within the Runway Protection Area and Building Restriction Line, therefore no uses are allowed for Parcel D in Exhibit Map A.
(4) Allowed only on lots located more than 300 feet from residential zoning district boundaries.
(5) Allowed only when in connection with an airport dependent and related use.
(6) Length of occupancy is not governed by the Land Development Code short-term occupancy timeline. No more than 30% of the units/room can be used for occupancy longer than 30 nights, but occupancy cannot exceed 60 nights. Remaining units/rooms are limited to stays no longer than 30 nights. Once a dormitory is built, this use allowance shall be discontinued.
(7) Conditional use required if located within 300 feet of a residential zoning district. Otherwise the use is permitted.
(8) No outdoor storage allowed.
(9) Building gross floor area shall not exceed 4,000 square feet.
(10) All repair, manufacturing and intensive service establishments activities conducted within 300 feet of a residential district shall be in completely enclosed buildings.
(11) No oversized, commercial vehicles, overnight parking or storage.
(12) Only allowed within a mixed-use development and not directly fronting a public roadway.
(13) No boarding unless approved as a conditional use for a kennel.
(14) Government use is defined as any use authorized by the City of Kissimmee.
(15) Electrical utility storage only. Storage shall not exceed 6 feet in height. The compound shall be fenced by a solid wrought iron enclosure no taller than 10 feet in height. Barbed wire is prohibited. Compound shall be setback at least 35 feet from Thacker Avenue right-of-way. Access shall be paved and shall be limited to Alaska Avenue only. Canopy trees, a minimum of 2 ½ inches in caliper shall be placed between the fence and Thacker Avenue.

II. Basic Site Design Standards

A. Setbacks

Parcel A
Front: 25-ft (35-ft adjacent to Martin Luther King Boulevard or Thacker Avenue)
Side: 10 ft
Street Side: 25 ft
Rear: 10 ft

Parcel B
Front: 25-ft (35-ft adjacent to Mabbette Street or Thacker Avenue)
Side: 10-ft
Street Side: 25-ft
Rear: 10 ft

Parcel C
Front: 25-ft (35-ft adjacent to Mabbette Street or Thacker Avenue)
Side: 10-ft
Street Side: 25-ft
Rear: 10 ft (1-ft for each foot of building height adjacent to residential)

Parcel D (No construction permitted due to runway)

Parcel E

Front: 25-ft (35-ft adjacent to MLK Blvd.)
Side: 10 ft
Street Side: N/A
Rear: 15 ft

B. Lot Size (All parcels):
Minimum Lot area: 30,000 sq ft
Minimum Lot Width: 150 ft
Minimum Lot Depth: 150 ft

C. Lot Coverage (All parcels):
Less than 80%

D. Structure Height (All parcels)
Not to exceed FAA (Federal Aviation Administration) standards.

E. Other Design Standards

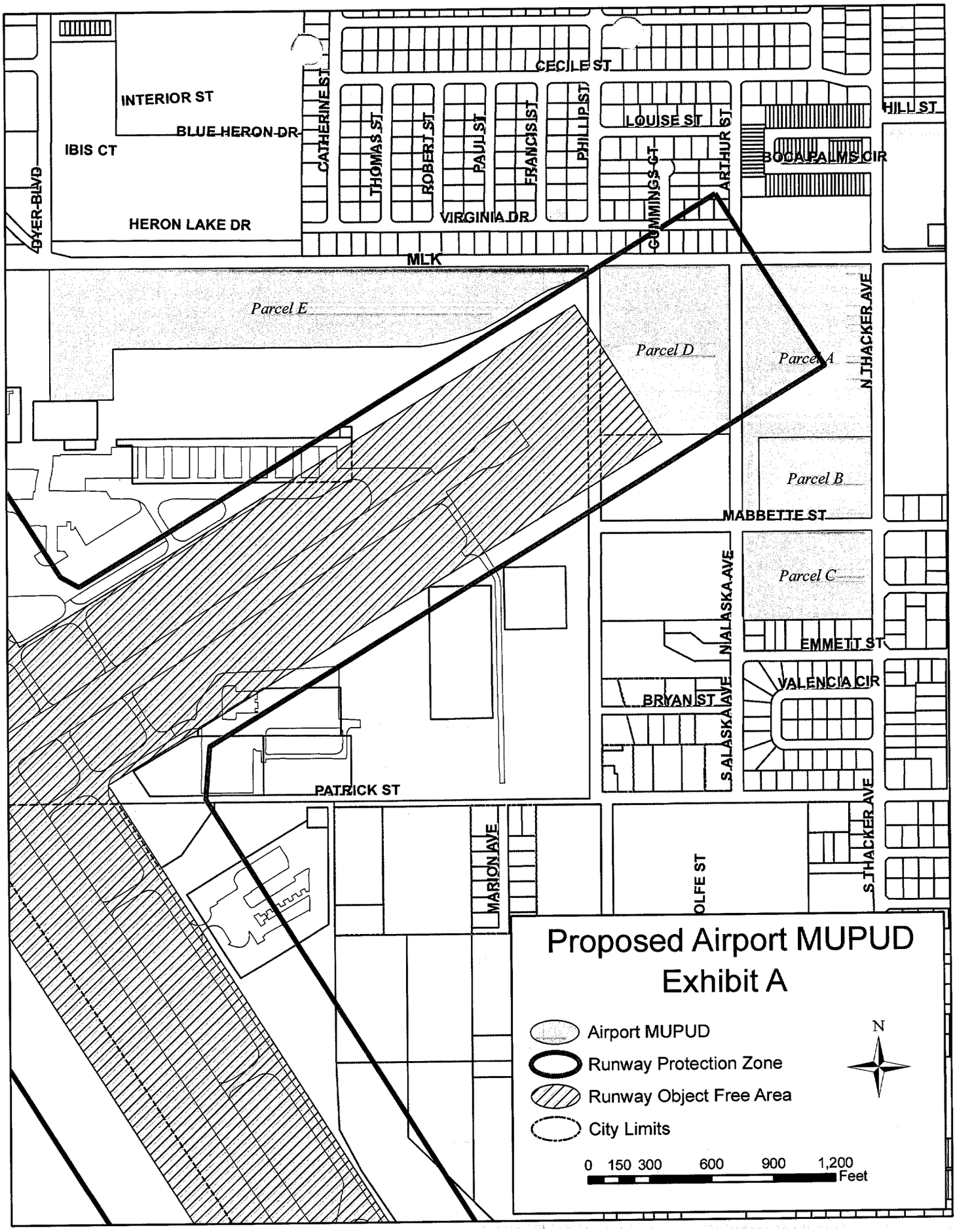
1. The use of corrugated metal finishes or similar exterior materials on any building shall be prohibited.

2. All buildings shall have a main entrance facing a public street.

3. Variations in height, horizontal divisions, window treatments and façade materials shall be used to create façade articulation and break up the perceived mass of proposed buildings. Recesses and projections of the wall plane, entryways or storefront windows, and changes in texture material, or color shall also be used to break down the mass of a façade wall.

4. Mechanical equipment shall be screened from all adjacent rights-of-way by shrubs in accordance with the Land Development Code and shall not be located between buildings and adjacent rights-of-way.

5. All other site design standards shall adhere to the requirements in the Land Development Code.


CECILE ST
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THOMAS ST
ROBERT ST
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ARTHUR ST
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HILL ST
VIRGINIA DR
MLK
Parcel E
Parcel D
Parcel A
N THACKER AVE
Parcel B
MABBETTE ST
Parcel C
NALASKA AVE
EMMETT ST
VALENCIA CIR
BRYAN ST
S ALASKA AVE
PATRICK ST
MARION AVE
OLFE ST
S THACKER AVE
Proposed Airport MUPUD
Exhibit A
Airport MUPUD
Runway Protection Zone
Runway Object Free Area
City Limits
N
0 150 300 600 900 1,200
Feet

DYER-THACKER COMMERCE PARK MUPUD ZONING OVERVIEW

I. Intent

The extension of MLK Boulevard to Dyer Boulevard opens the ability for the development of new aviation and non-aviation facilities on the northeast side of the airport. This creates significant opportunities for diversifying the types of non-aviation developments, as the extension provides a direct link to downtown which includes the various medical industry businesses which support the Osceola Regional Medical Center just east of the airport off MLK Boulevard.

The purpose of establishing a Planned Unit Development within this area is to establish a wide variety of aviation and non-aviation related uses that create an important link with the downtown area to the east, provide support services for the Airport and industrial areas to the west, and are sensitive to the surrounding residential areas along Thacker Avenue. It will also create a unified, context-sensitive set of design criteria to ensure that future development enhances the surrounding area.

Parcels A, B, C, which currently include playing fields and the YMCA will be geared toward more commercial uses that serve the surrounding residential, medical and commercial areas to the east. The YMCA on Parcel B will remain in place once the PUD is established.

Parcel D will remain open space as this entire parcel falls within the Runway Protection Zone (RPZ) and cannot be improved due to the proximity of the runway to the southwest. (See Exhibit A for a more detailed location)

Parcel E will provide a mixture of commercial and light industrial uses geared toward both aviation and non-aviation related activities. This parcel will rely heavily on the extension of MLK Blvd west of Thacker Avenue.

DEVELOPMENT STANDARDS

I. Uses

Parcel A, B, & C

Permitted Uses

(1) Finance, insurance, and real estate office establishments such as banks, savings and loan associations, credit unions, security and commodity brokers, life insurance companies, car insurance companies, and real estate companies.

(2) Professional service establishments such as doctors' offices, medical clinics and laboratories, legal services, engineering and architectural services, and accounting, auditing, and bookkeeping services. Hospitals are not allowed.

(3) Business service office establishments such as advertising services, computer programming services, consumer credit and reporting services, collection services, permanent and temporary employment services, and mailing services. Temporary labor service establishments are not allowed as a permitted use.

(4) Communication service establishments such as newspaper and printing services, television and radio studios, and telephone and telegraph offices. Communication towers and other communication facilities as defined in § 14-2-240 are not allowed as a permitted use.

(5) Community Centers and non-profit clubs

(6) Art and music schools, dancing schools and exercise studios

(7) Travel agencies.

(8) Barber shops.

(9) Beauty shops.

(10) Laundry and dry cleaning establishments.

(11) Drug stores.

(12) Medical equipment and supplies sales and leasing establishments.

(13) Office equipment and supplies sales and leasing establishments.

(14) Convenience stores.

(15) Grocery, meat, fruit, and vegetable stores.

(16) Bakeries.

(17) Candy, confectionery. and ice cream stores.

(18) Florist shops.

(19) Card shops and newsstands.

(20) Hardware stores.

(21) Film sales and processing establishments.

(22) Video sales and rentals establishments.

(23) Administrative offices for businesses, public uses, or semi-public uses.

(24) Data processing facilities.

(25) Post offices.

(26) Accessory uses as defined in Article XVII.§ 14-2-240.

Conditional Uses

(1) Gasoline service stations.

(2) Contract construction service establishments.

(3) Building service establishments.

(4) Landscaping maintenance establishments

(5) Kennels and veterinary clinics.

(6) Drive thru facilities in conjunction with an allowed use on lot(s) located within 300 feet of a residential district boundary in accordance with § 14-2-65(N).

Parcel D

Not applicable. This parcel shall remain open space and shall not be developed due to proximity to the Kissimmee Gateway Airport runway.

Parcel E

Permitted Uses

(1) Finance, insurance, and real estate office establishments such as banks, savings and loan associations, credit unions, security and commodity brokers, life insurance companies, car insurance companies, and real estate companies.

(2) Professional service establishments such as doctors' offices, medical clinics and laboratories, legal services, engineering and architectural services, and accounting, auditing, and bookkeeping services. Hospitals are not allowed.

(3) Business service office establishments such as advertising services, computer programming services, consumer credit and reporting services, collection services, permanent and temporary employment services, and mailing services. Temporary labor service establishments are not allowed as a permitted use.

(4) Communication service establishments such as newspaper and printing services, television and radio studios, and telephone and telegraph offices. Communication towers and other communication facilities as defined in § 14-2-240 are not allowed as a permitted use.

(5) Travel agencies.

(6) Barber shops.

(7) Beauty shops.

(8) Laundry and dry cleaning establishments.

(9) Drug stores.

(10) Medical equipment and supplies sales and leasing establishments.

(11) Office equipment and supplies sales and leasing establishments.

(12) Convenience stores.

(13) Grocery, meat, fruit, and vegetable stores.

(14) Bakeries.

(15) Candy, confectionery. and ice cream stores.

(16) Florist shops.

(17) Card shops and newsstands.

(18) Drug stores.

(19) Hardware stores.

(20) Film sales and processing establishments.

(21) Video sales and rentals establishments.

(22) Administrative offices for businesses, public uses, or semi-public uses.

(23) Wholesale trade, warehousing, and distribution establishments.

(24) Contract construction service establishments.

(25) Building service establishments.

(26) Landscaping maintenance establishments.

(27) Data processing facilities.

(28) Commercial off-street parking lots and garages.

(29) Security guard quarters.

(30) Post offices.

(31) Repair service establishments which provide repair of a minor nature such as radio and television services; watch, clock, and jewelry repair services; and shoe repair services.

(32) Aeronautical research and development establishments, not requiring ramp facilities.
(33) Aeronautical training establishments, not requiring ramp facilities.
(34) Accessory uses as defined in Article XVII.§ 14-2-240.

Conditional Uses
(1) Gasoline service stations.
(2) Establishments not allowed as a permitted use which are engaged in the production, assembling, packaging, or treatment of materials, goods, food stores, and other semi-finished or finished products.
(3) Repair service establishments not allowed as a permitted use.
(4) Welding or machine shops.
(5) Businesses leasing motor vehicles.
(6) Kennels and veterinary clinics.
(7) Uses allowed as a permitted use when conducted wholly or partly out-of-doors.
(8) Any multi-use project containing two or more of the above listed conditional uses shall undergo a conditional use review for the entire project.
(9) Drive thru facilities in conjunction with an allowed use on lot(s) located within 300 feet of a residential district boundary in accordance with § 14-2-65(N).
(10) Facilities for the production, assembling, and/or packaging of precision instruments.
(11) Jewelry and precious metal products manufacturing.
(12) Clothing or leather products manufacturing, not involving dyeing or tanning of materials or coating with pyroxlin plastic or similar materials.
(13) Manufacturing of ceramic products, using electrically fired kilns.
(14) Signs and advertising displays manufacturing.
(15) Printing, lithography, and publishing establishments.
(16) Research and development establishments associated with biochemical, chemical, electrical, photographical, medical, metallurgical, pharmaceutical or X-ray research.
(17) Electrical manufacturing establishments involved in making: small electrical or electronic apparatus; coils, tubes and semiconductors; communication, navigation, guidance and control equipment; data processing equipment (including computer software); glass edging and silvering equipment; graphics and art equipment; metering equipment; radio and television equipment; photographic equipment; radar, infrared and ultraviolet equipment; optical devices and equipment; or filling and labeling machinery.
(18) Bottling plants.
(19) Commercial bakeries.
(20) Commercial and industrial laundries.
(21) Cold storage and ice processing facilities.

II. Basic Site Design Standards

A. Setbacks

Parcel A

Front: 25-ft (35-ft adjacent to MLK Blvd. or Thacker)

Side: 10 ft
Street Side: 25 ft
Rear: 10 ft

Parcel B
Front: 25-ft (35-ft adjacent to Mabbette or Thacker Ave.)
Side: 10-ft
Street Side: 25-ft
Rear: 10 ft

Parcel C
Front: 25-ft (35-ft adjacent to Mabbette or Thacker Ave.)
Side: 10-ft
Street Side: 25-ft
Rear: 10 ft (1-ft for each foot of building height adjacent to residential)

Parcel D (No construction permitted due to runway)

Parcel E
Front: 25-ft (35-ft adjacent to MLK Blvd.)
Side: 10 ft
Street Side: N/A
Rear: 15 ft

B. Lot Size (All parcels):
Minimum Lot area: 30,000 sq ft
Minimum Lot Width: 150 ft
Minimum Lot Depth: 150 ft

C. Lot Coverage (All parcels):
Less than 80%

D. Structure Height (All parcels)
Not to exceed Section 6-75 of the City of Kissimmee Code of Ordinances

E. Other Design Standards

1. The use of corrugated metal finishes or similar exterior materials on any building shall be prohibited.

2. All buildings shall have a main entrance facing a public street.

3. Variations in height, horizontal divisions, window treatments and façade materials shall be used to create façade articulation and break up the

perceived mass of proposed buildings. Recesses and projections of the wall plane, entryways or storefront windows, and changes in texture material, or color shall also be used to break down the mass of a façade wall.

4. Mechanical equipment shall be screened from all adjacent rights-of-way by shrubs in accordance with the Land Development Code and shall not be located between buildings and adjacent rights-of-way.

5. All other site design standards shall adhere to the requirements in the Land Development Code.

DYER-THACKER COMMERCE PARK: Legal Description of Properties

Parcel A:
ZERN'S BUNGALOW COURT, BLOCK A, LOTS 1 - 10, PB 1, PG 191.

AND

ZERN'S BUNGALOW COURT, BLOCK B, LOTS 1 – 10, PB 1, PG 191.

AND

ZERN'S BUNGALOW COURT, BLOCK C, LOTS 1 – 6, PB 1, PG 191.

AND

THOSE RIGHTS OF WAY LYING BETWEEN ABOVE REFERENCED BLOCKS A, B, AND C

AND

WEST KISSIMMEE, BLOCK 17, LOTS 3 – 6, LESS S 400 FT OF E 545 FT OF BLOCK 17, PB A, PG 12.

CONTAINS 13.048 ACRES±

PARCEL B:
WEST KISSIMMEE, BLOCK 17, E 545 FT LOT 6 AND E 545 FT OF S 190 FT LOT 5, PB A, PG 12.

CONTAINS 5.001 ACRES±

PARCEL C:
WEST KISSIMMEE, BLOCK 32, LOTS 1 & 2, PB A, PG 12.

CONTAINS 6.075 ACRES±

PARCEL D:
WEST KISSIMMEE, BLOCK 18, LOTS 1-4, PB A, PG 12.

CONTAINS 12.000 ACRES±

PARCEL E:
COMMENCE AT A 4"X4" CONCRETE MONUMENT NO IDENTIFICATION, BEING THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 841, PAGES 1697-1698, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE NORTH RIGHT OF WAY LINE OF THE FORMER CSX RAILROAD, QUIT CLAIMED TO THE CITY OF KISSIMMEE, PER OFFICIAL RECORD BOOK 3746, PAGES 2290-2294, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA: THENCE SOUTH 00°04'36" WEST, A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT OF WAY OF SAID FORMER CSX RAILROAD; SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 1, BLOCK 22, MAP OF WEST KISSIMMEE, AS RECORDED IN PLAT BOOK A, PAGE 12, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY; THENCE NORTH 89°55'24" WEST, ALONG SAID SOUTH LINE, AND ALONG SAID NORTH LINE, A DISTANCE OF 111.59 FEET TO A POINT ON THE EAST EDGE OF PAVEMENT OF DYER BOULEVARD AND THE POINT OF BEGINNING; THENCE SOUTH 89°55'24" EAST, RETURNING ALONG SAID SOUTH VACATED RAILROAD RIGHT OF WAY AND ALONG THE NORTH LINE OF SAID MAP, A DISTANCE OF 2611.22 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF CHASE AVENUE AS SHOWN ON SAID MAP OF WEST KISSIMMEE; THENCE LEAVING SAID VACATED RIGHT OF WAY, SOUTH 00°09'05" WEST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 63.61 FEET TO A POINT ON THE PROPOSED CENTERLINE OF MARTIN LUTHER KING BOULEVARD PHASE III; SAID POINT ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A

RADIUS OF 750.00 FEET AND CENTRAL ANGLE OF 20°52'04", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID CENTERLINE, A DISTANCE OF 273.16 FEET TO THE END OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING SOUTH 68°42'40" WEST, 271.65 FEET), THENCE SOUTH 58°16'38"WEST, ALONG SAID CENTERLINE, A DISTANCE OF 197.55 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 755.00 FEET AND A CENTRAL ANGLE OF 31°47'58", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID CENTERLINE A DISTANCE OF 419.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE, (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING SOUTH 74°10'37" WEST, 413.67 FEET); THENCE NORTH 89°55'24" WEST, ALONG SAID CENTERLINE A DISTANCE OF 1486.19 FEET TO A POINT ON THE NORTHERLY PROJECTION OF THE EAST EDGE OF PAVEMENT OF KISSIMMEE GATEWAY AIRPORT ADMINISTRATION BUILDING PARKING LOT; THENCE SOUTH 00°25'09" WEST ALONG SAID NORTHERLY PROJECTION AND ALONG SAID EAST EDGE OF THE ADMINISTRATION BUILDING PARKING LOT A DISTANCE OF 249.77 FEET TO A POINT ON THE NORTH EDGE OF SAID PARKING LOT, THENCE NORTH 89°17'07 WEST ALONG SAID NORTH EDGE OF PARKING LOT, A DISTANCE OF 305.08 FEET, TO A POINT ON SAID EASTERLY EDGE OF PAVEMENT OF SAID DYER BOULEVARD; THENCE NORTH 00°06'22" EAST, ALONG SAID EASTERLY EDGE OF PAVEMENT A DISTANCE OF 626.37 FEET TO THE POINT OF BEGINNING.

CONTAINS 21.948 ACRES±

MEETING MINUTES
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, MAY 07, 2025 AT 6:00 PM

1. **Members Present**: Board Member Robert Bussiere, Board Member Diana Marrero-Pinto, Board Member Alex Alemi, Board Member Aaron Sabino (6:20pm), Board Member Rebeca Marin
Staff Present: Brenda Ryan, Planning Manager, Ryan Altizer, Senior Planner, Kalanit Oded, Deputy City Attorney, Ramon Senorans, Airfield Manager, Shaun Germolus, Airport Director, Kayla Smith, Administrative Assistant II

Members Absent: Board Member Yolanda Bernard

Chairman Robert Bussiere called the meeting to order at 6:10pm.

2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

After a Moment of Silence Chairman Robert Bussiere led the audience in the Pledge of Allegiance.

3. **MINUTES**

3.A Approval of the March 19, 2025 Planning Advisory Board (PAB) Workshop minutes.
Board Member Diana Marrero-Pinto made a motion to Approve. Board Member Rebeca Marin seconded the motion.

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

Motion to Approve Passed 3- 0 -1 (Abstain)

4. **OLD BUSINESS**

5. **NEW BUSINESS**

5.A Public Hearing - Kissimmee Gateway Airport Commerce Park Mixed Use Planned Unit Development (MUPUD) Amendment - PUD-25-0001

Planning Manager Ryan stated this is a recommendation of approval of a Mixed Use Planned Unit Development (MUPUD) Amendment to add and clarify uses on approximately 22 acres of land. The subject property is located at 2117 Mabbette St.

Planning Manager Ryan stated this amendment is this amendment is needed to support the Kissimmee Gateway Airport Master Plan Update by adding and clarifying uses of the Dyer Thacker Commerce Park PUD, consisting of approximately 22 acres across 7 parcels, the Gateway Airport Commerce Park MUPUD will consolidate the previous list of uses, the uses include hotels/motels, dormitories, colleges, and universities. The policies, schedules, and phasing of the improvements in the plan are all dependent on funding that can be modified to facilitate the environmental, social, and aviation interests of the

professional office, while the Industrial Business Zoning is intended for properties suitable for industrial development, but where proximity to residential or commercial zones makes it desirable to limit the manner and extent of industrial operations. It is intended to permit the normal operation of a variety of industrial and related uses under such conditions of operation as will protect nearby development.

Staff recommends approval for the following reasons:

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.9.3, Vine Street Mixed-Use, which is intended to transform existing strip-style, highway commercial development into a connected series of mixed-use, urban scale neighborhoods and villages connected to downtown and other community focal points. This vision is predicated on implementing the City's adopted multimodal transportation strategy, which for the Vine Street Corridor Community Redevelopment Agency Area promotes walking, biking, shorter auto trips, and the provision of various forms of transit.
2. 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.
3. Compliance with Land Development Code Section 14-4-4(N), the Industrial Business (IB) Zoning District which is intended for properties suitable for industrial development. Where industrial development is in proximity to residential or commercial zones, it is desirable to limit the manner and extent of industrial operations. This Zoning District is also intended to permit various commercial uses which are compatible with typical industrial uses and in suitable areas which have been assigned an Industrial Business (IN) Future Land Use designation.

Planning Staff and the Board discussed the rationale behind the city's need to change the zoning and how the change aligns with and impacts the Comprehensive Plan.

Board Member Diana Marrero-Pinto made a motion to Approve. Board Member Rebeca Marin seconded the motion.

AYE: Board Member Bussiere, Board Member Marrero-Pinto, Board Member Sabino, Board Member Marin
NAY: Board Member Alemi

Motion to Approve Passed 4 - 1

6. PUBLIC HEARINGS

7. DISCUSSION

8. HEAR CHAIRMAN AND BOARD MEMBERS

9. ADJOURNMENT

Board Member Alex Alemi made a motion to Adjourn. Board Member Diana Marrero-Pinto seconded the motion.

AYE: Board Member Bussiere, Board Member Marrero-Pinto, Board Member Alemi, Board Member Sabino, Board Member Marin

community.

Staff recommends approval for the following reasons:

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.4.2, Airport Expansion (AE), which is intended to accommodate activities predominantly connected with typical industrial uses, low-intensity commercial uses, and supporting non-industrial uses and activities related to the Kissimmee Gateway Airport. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall continue to be applied to all lands comprising the Kissimmee Gateway Airport and to the nearby areas appropriate for industrial uses.
2. 2.Compliance with Comprehensive Plan Transportation Element Policy 2.4.1.2, Consistency of Improvements with Other Plans, in that the city shall continue to support airport improvement proposals that are consistent with the City's Comprehensive Plan and the Kissimmee Gateway Airport Master Plan.
3. 3.Compliance with Land Development Code Section 14-3-27(G)(2), Zoning Map and Land Development Code Amendments, in regards to the requested changes and deviations from a previously approved PUD conceptual plan that requires City Commission approval.
4. 4.Compliance with Land Development Code Section 14-4-8(D), Mixed-Use Planned Unit Development District (MUPUD), which is intended to permit land under unified control to be planned and developed with a compatible mix of residential and commercial purposes or commercial-light industrial uses with a greater amount of design flexibility by removing some of the restrictions of conventional zoning. The mix of uses within the Kissimmee Gateway Airport Commerce Park is compatible with the intent of the Airport Expansion (AE) Future Land Use designation.

Planning staff and the Board discussed the fact that the land is city-owned, the traffic flow around the airport, and the potential for future hotels within the city.

Board Member Alex Alemi made a motion to Approve. Board Member Diana Marrero-Pinto seconded the motion.

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

Motion to Approve Passed 5 - 0.

5.B Public Hearing - ZMA-25-0001 Armstrong Rezoning: Zoning Map Amendment (T5-U TO City IB) - Proposed Ordinance NO. 25-03

Senior Planner Altizer stated is a recommendation of approval of a Zoning Map Amendment to change the Zoning Map designation from Mixed Use Urban Corridor (T5-U) to Industrial Business (IB) on approximately 2.69 acres of land at Parcel ID: 19-25-29-00U0-0014-0000.

Senior Planner Altizer stated one of the goals of the Mixed-Use Vine Future Land Use is to provide diverse housing options, retail and light industrial/flex office space and

NAY: None

Motion to Adjourn Passed 5 - 0.

There being no further business to come before the Planning Advisory Board, Chairman Robert Bussiere adjourned the meeting at 6:37 PM.

Board Chairman

ATTEST:

Board Secretary

In accordance with Florida Statute 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 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 at (407) 518-2309 prior to the meeting.

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

ADDRESS: off MLK, Alaska Ave., Thacker Ave., & Mabbette St.
DATE: 4/9/2025
PLAN NUMBER: PUD-25-0001
PROJECT NAME: Kissimmee Gateway Airport Commerce Park PUD
REVIEW VERSION NUMBER: V1

Review Status:
APPROVED WITH CONDITIONS.

PLANNING - Brenda Ryan - 407.518.2104 - Brenda.Ryan@kissimmee.gov

1. This project was rezoned as the Dyer Thacker Commerce Park PUD under DRC#10-060 at the August 17, 2010 City Commission Meeting (Ord. 2775).

2. Subject to Planning Advisory Board and City Commission approvals.

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

ADDRESS: 2117 Mabbett Street, Kissimmee FL 34741 **DATE: 4/9/2025**
PLAN (DRC) NUMBER: PUD-25-0001

Review Status:
APPROVED WITH CONDITIONS.

TOHO WATER AUTHORITY – Heather Farrow - 407.944.5097 - hfarrow@tohowater.com

Comments/Conditions (if applicable):

- Additional comments at construction review.
- Impact fees may be due.
- If there shall be a tie-in to Toho's infrastructure, please indicate where.
- Please show utilities on the proposed site plan.
- Toho Water Authority has its own Development Review Portal. Please utilize the link provided to submit your review. https://tohowaterauthfl-energovweb.tylerhost.net/apps/selfservice#/home
- This link is also available on the City of St. Cloud and Toho Water Authority websites. The Development Portal includes a tutorial that will take you step by step through the application and submittal process. If you have any questions on how to submit an application, register or any other questions related to the portal, please contact Latoya Hanson at lhanson@tohowater.com or 407-483-3869.
- A Developer's Service Agreement (DSA) must be fully executed prior to plan approval. The DSA will be sent separately by your assigned Development Project Manager once it is ready for execution. Please take this time to review the DSA template and commonly missed DSA items. The Agreement must be signed by the landowner. If the current owner is an entity, it must be licensed in the State of Florida and the signee must provide proof of signing authority.

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 forthcoming 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.

Date: 03/20/2025

Shaun Koffinas - 911Addressing

Studio Session 03-20-2025

PUD-25-0001, Kissimmee Commerce Airport, Session# 970-851-674

General Comments

1. Compliance – Compliant. No comments.

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

SDOC#: 2024/25-0143 DRC#: PUD-25-00001

Current FLU: AE
Requested FLU: N/A

PROJECT NAME: Kissimmee Gateway Airport Commerce Park PUD

Current Zoning: MU PUD
Requested Zoning: N/A

PROJECT LOCATION: 2117 Mabbette St., Kissimmee, 34741

COMMENTS DUE DATE: 4.9.25

PID: 20-25-29-1341-0001-0030

This PUD application has no impact on public school capacity.

DEVELOPMENT PROJECT COMMENT FORM

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

REVIEW DATE: 4/9/2025
PROJECT: Kissimmee Gateway Airport Commerce Park PUD
DRC NUMBER: PUD-25-0001
REVIEW NUMBER: 1

Review Status:
APPROVED WITH CONDITIONS

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

- The maximum lot/tract coverages shall be no greater than what the master stormwater drainage system provides.
- 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 these comments/conditions, please use the contact information provided above.

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ITEM 7.A
Approval of City Commission Minutes from the June 3, 2025 KUA Board Interviews and Commission Meeting

Request

Approval of the June 3, 2025, KUA Board interview and commission meeting minutes.

Explanation

Minutes of the KUA board interviews and commission meeting held on June 3, 2025, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission
Presenter:

Attachment(s):
1. (S) - CCM MIN JUN 03 2025 - KUA Board Interviews
2. (S) - CCM MIN JUN 03 2025

MEETING MINUTES
SESSION OF THE KUA BOARD MEMBER INTERVIEWS
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 3, 2025 AT 5:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Carlos Alvarez, III, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, City Clerk Tameara Crespo

Mayor Espinosa called the meeting to order at 5:00 PM.

2. DISCUSSION ITEMS

2.A Kissimmee Utility Authority (KUA) Board Candidate Interviews

Mayor Espinosa welcomed each applicant and briefly explained the interview process. Each Commissioner introduced themselves and read a series of questions to each candidate.

5:00 p.m. - Mary Rose Cox

Ms. Cox's interview began at 5:03 p.m. She was asked a sequence of questions by the Commission regarding previous experience, skill set, qualifications, accomplishments, and strategic goals and objectives should she be selected to serve on the Board. The applicant highlighted her 15 years of experience as a Public Information Officer with Toho Water Authority and emphasized her community-oriented approach. She aims to bring a customer service perspective to the Board, prioritizing cost-effective rates and continued public outreach. Ms. Cox supports exploring innovative projects, including solar energy, and is committed to keeping KUA a collaborative, affordable, and customer-focused utility.

5:15 p.m. - Michele Lebron

Ms. Lebron's interview began at 5:15 p.m. She was asked a sequence of questions by the Commission regarding previous experience, skill set, qualifications, accomplishments, and strategic goals and objectives should she be selected to serve on the Board. She shared her background as an attorney and law firm owner in Kissimmee, emphasizing 10 years of experience in business management, strategic planning, and budgeting. She stressed the need for KUA to lead in reliable, sustainable, and affordable energy innovation, while educating the community and promoting energy efficiency. She expressed a strong commitment to transparency, public engagement, and fiscal responsibility. She views KUA’s rates as fair and competitive and highlighted the importance of stable utilities in supporting local economic growth.

The meeting recessed at 5:21 p.m.

The meeting reconvened at 5:27 p.m.

5:30 p.m. - Olga Gonzalez

Ms. Gonzalez's interview began at 5:27 p.m. She was asked a sequence of questions by the Commission regarding previous experience, skill set, qualifications, accomplishments, and strategic goals and objectives should she be selected to serve on the Board. The applicant highlighted her prior service as a Commissioner and Mayor, with eight years of public leadership experience, including four years on the KUA Board during her mayoral term. She emphasized KUA’s strong role in community support. She noted the utility’s efforts to keep rates low and make services accessible, including outreach efforts that educate residents on payment options and available assistance. She values KUA’s commitment to community engagement through events and educational initiatives aimed at helping citizens better understand and use available resources.

The meeting recessed at 5:32 p.m.

The meeting reconvened at 5:33 p.m.

After holding a discussion, the commission's consensus was that Michele Lebron was the most qualified candidate.

3. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 5:39 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, JUNE 3, 2025 AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Carlos Alvarez, III, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Austin Blake, City Clerk Tameara Crespo
Staff Absent: Deputy City Manager Desiree Matthews

Mayor Espinosa 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 of New Firefighters

Staff requests that four new employees be sworn in as City of Kissimmee Fire Department Firefighters.

Fire Chief Walls administered the Oath of Office to Firefighters: Brandon Olson, Robert Creager, William Kaylor, and Griffin Woodall.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - First Reading and Transmittal Hearing - Proposed Ordinance # 25-05 - Amendments to the Comprehensive Plan per the findings of the 2025 Evaluation and Appraisal Report

AN ORDINANCE AMENDING AND REINSTATING 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; AMENDING LANGUAGE THROUGHOUT THE COMPREHENSIVE PLAN TO BE CONSISTENT WITH STATUTORY CHANGES AND CURRENT CITY REGULATION FOR COMPLIANCE WITH FLORIDA STATUTES; DIRECTING THE CITY MANAGER TO REPLACE 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 to transmit the 2025 Evaluation and Appraisal Report (EAR) Amendments to the Florida Department of Commerce.

Planner Ashley Cornelison detailed the project and the need for the evaluation appraisal report. If approved, the city will transmit the documents to the State and bring the item back in approximately 60 days for a final reading.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 25-05 by title.

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

Commissioner Alvarez moved to approve the Public Hearing and First Reading of Proposed Ordinance # 25-05. Commissioner Martinez seconded the motion.

Motion carried 5-0.

4.B Public Hearing - Second and Final Reading - Proposed Ordinance # 25-04 - Fire Service Assessment Ordinance

AN ORDINANCE RELATING TO THE PROVISION AND FUNDING OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS IN THE CITY OF KISSIMMEE, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF FIRE SERVICE ASSESSMENTS AGAINST PROPERTY THROUGHOUT THE CITY; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING AND COLLECTING FIRE SERVICE ASSESSMENTS; PROVIDING THAT FIRE SERVICE ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE ISSUANCE OF OBLIGATIONS SECURED BY ASSESSMENTS; PROVIDING FOR VARIOUS RIGHTS AND REMEDIES OF THE HOLDERS OF SUCH OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS WILL NOT CREATE A GENERAL DEBT OR OBLIGATION OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Approval of the Second and Final Reading of the Proposed Ordinance # 25-04 Fire Service Assessment Ordinance.

City Manager Steigerwald announced that the public comment portion will be heard now for both the Final Reading of the Proposed Ordinance (4. B) and the Approval of the Annual Fire Service Assessment Resolution (5.A). City Attorney Sanchez de Fuentes read Proposed Ordinance # 25-04 by title.

Mayor Espinosa announced the Public Hearing and opened the floor for public comment. The following individuals shared their thoughts, either in support of, in opposition to, or neutrality regarding the proposed fire service assessment and ordinance:

- Dominic DiPola, 5575 Alligator Lake, Saint Cloud, FL.
- Susan Grossman, 1453 Mona Drive, Kissimmee, FL
- Luis Peira, Firefighter, (address exempt)
- Thomas Carrith, Firefighter, (address exempt)
- James Lowe, 1845 Island Village Way, Osceola Realtors Past President
- Josh Clarke, Firefighter Union President
- Anna Mendez, (via translation by Mayor Espinosa)
- Hector Acosta, (no address provided)
- Michael Biagioni, 2429 Ocala Drive, Kissimmee, FL
- Jeremy Fetzer, 120 Broadway, Kissimmee, FL
- Tom Kapp, 21 N. Clyde Avenue
- Jordan Rivera, 1912 Ernest Street, Kissimmee, FL,
- Priscilla Porcella, Firefighter Spouse (address exempt)

The following individuals did not speak but submitted a comment card: Sharon Parsons (opposed), Steven Maznel (opposed), and Mike Porcella, Firefighter (support).

Prior to the meeting, a dedicated email account was set up as the single collection point for all public comments, questions or concerns throughout the Fire Service Assessment process. The comments received between May 18, 2025, and June 3, 2025, are incorporated into the record (Exhibit "A"). The City Attorney requested the commission acknowledge reading the public emails and approve the recommendations of the consultants' Fire Report dated May 14, 2025 (Exhibit "B"). Outside counsel for the project, Attorney Mark Lawson provided a detailed overview of the commission's original request to find the funding to support the new firefighters' shift. He further explained the process both from a procedural and statutory perspective, ensuring that the process is not in any way arbitrary.

Mayor Espinosa made a motion to acknowledge that the City Commission has read all emails received by the public and to accept the Simplified Fire Protection Assessment Strategy Report as competent substantive evidence. Commissioner Eady seconded the motion.

Motion carried 5-0.

Commissioner Martinez moved to approve the Public Hearing and adopt Ordinance #3115. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Alvarez	NAY
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 4-1.

5. PUBLIC HEARINGS

5.A Public Hearing - Approval of initial Annual Fire Service Assessment Resolution providing direction and authority to implement the Fire Service Assessment for the upcoming Fiscal Year beginning October 1, 2025.

Request adoption of this Annual Assessment Resolution, which sets the rates, fees and changes recently published and which were the subject of an individually mailed notice to all affected property owners in the City.

City Manager Steigerwald reviewed the resolution details, explaining that its intent is to establish a fourth shift for the Fire Department.

Commissioner Martinez made a motion to adopt Resolution #05-2025. Commissioner Eady seconded the motion.

AYE: Commissioner Eady, Commissioner Martinez, Mayor-Commissioner Espinosa, Commissioner Ortiz
NAY: Commissioner Alvarez

Motion carried 4 - 1.

6. HEAR AUDIENCE *Anything requiring a vote will be heard at a later time.*

Tom Kapp, 21 N. Clyde Ave, Kissimmee, FL requested that the city provide more advance notice for public meetings, such as workshops. Deputy City Manager Austin Blake responded that all members of the public can subscribe online to receive notifications and will be alerted as soon as an agenda or notice is published related to meetings of their selected interest. City Manager Steigerwald confirmed that all Public Hearings are advertised in a newspaper of general circulation, as required by Florida Statutes.

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

Motion carried 5-0.

7.A Approval of City Commission Minutes from the May 20, 2025, Workshop and Commission meeting

Request approval of the May 20, 2025 workshop and commission meeting minutes.

7.B Permanent Access Easement between the Osceola County School Board and the City of Kissimmee at Lancaster Ranch Park

Approval of the Permanent Access Easement between the Osceola County School Board and the City of Kissimmee for ingress and egress to Lancaster Ranch Park.

7.C Transfer ownership of water and waste water infrastructure to Toho Water Authority for Lancaster Ranch Park Phase 1

Approval to transfer ownership of water and waste water infrastructure to Toho Water Authority for Lancaster Ranch Park Phase 1 by executing a Bill of Sale.

7.D Selection of Proposal for RFP 2025-008 School Crossing Guards

Approval of All City Management Services (ACMS) as the selected bidder for RFP 2025-008 and execution of the attached contract with ACMS for crossing guard services. (Contract #20230132)

7.E Interlocal agreement for School Resource Officers between Osceola County schools, Kissimmee Police Department, Osceola County Sheriff's Office and St. Cloud Police Department

Approval of a three-year contract relating to School Resource Officer (SRO) services between the Osceola County School Board, the Kissimmee Police Department, St. Cloud Police Department and the Osceola Sheriff's Department and for the Mayor to sign the attached contract on page 15. (Contract # 20240087)

7.F Approval of a Contract between UniFirst Corp and the City of Kissimmee for uniform rentals and purchase

Request approval of Contract #20250270 with UnifFirst Corporations for the rental and purchase of uniforms and related supplies. This contract utilizes a piggyback agreement based on the Sourcewell Contract #011124.

7.G Disaster Response Services Contract with Crowder Gulf for Debris Removal

Approval to award the Disaster Response Services Contract for Debris Removal (Contract #20250278) to Crowder Gulf.

7.H Construction Manager at Risk Agreement with Balfour Beatty Construction, LLC for the Kissimmee City Hall Renovations

Approve addendum No. 2, to the Construction Manager at Risk (CMAR) services contract (#20240512) with Balfour Beatty Construction, LLC for the Kissimmee City Hall Renovations for the first, third and fifth floors.

7.I Disaster Response Services Contract with Thompson Consulting Services for Debris Monitoring

Approval to award the Disaster Response Services Contract (Contract #20250279) for debris monitoring to Thompson Consulting Services.

7.J Sonoma Resort at Tapestry Phase 2C – Subdivision Final Acceptance

Acceptance of the subdivision improvements for Sonoma Resort at Tapestry Phase 2C.

7.K Osceola Village Center Phase 4 – Subdivision Final Acceptance

Acceptance of the subdivision improvements for Osceola Village Center Phase 4.

7.L Woodside Drainage Improvement Project

Approval of Change Order No. 8 to amend the current contract price for RS&H (Contract #20250277) by $105,355.60 to include post-design services.

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A Extension of Agreement between Vine Street Community Redevelopment Agency and GAI Consultants, Inc., for the Vine Street CRA Master Plan Update

Approve the Vine Street Community Redevelopment Agency (VSCRA) and GAI Consultants, Inc. agreement extension, Contract #20240342, for update of the Vine Street CRA Master Plan.

Economic Development Director David Rodriguez reviewed the agreement extension and recommended approval.

Board Member Eady made a motion to approve. Board Member Martinez seconded the motion.

Motion carried 5 – 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.B Advisory Board Vacancy: Planning Advisory Board and Board of Adjustment

The Commission is requested to make an appointment to fill a vacancy on the Planning Advisory Board and Board of Adjustment.

Commissioner Alvarez made a motion to appoint Tiffany Jeffers to the Board of Adjustments. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

Commissioner Ortiz made a motion to appoint Lynda Roth to the Planning Advisory Board. Commissioner Alvarez seconded the motion.

Motion carried 5 - 0.

8.C Annual Advisory Board vacancies with terms ending May 31, 2025

The Commission is requested to appoint or reappoint members to fill vacancies for boards with terms ending May 31, 2025.

Commissioner Eady made a motion to reappoint Jose Barreto to the Board of Adjustments. Commissioner Alvarez seconded the motion.

Motion carried 5 - 0.

Commissioner Eady made a motion to reappoint Rebeca Marin to the Planning Advisory Board. Commissioner Alvarez seconded the motion.

Motion carried 5 - 0.

Mayor Espinosa made a motion to reappoint Edward Kilroy to the Parks and Recreation Advisory Board. Commissioner Alvarez seconded the motion.

Motion carried 5 - 0.

Commissioner Martinez made a motion to reappoint Scott Grenald to the Historic Preservation Board. Commissioner Alvarez seconded the motion.

Motion carried 5 - 0.

8.D Kissimmee Utility Authority (KUA) Board Appointment

To select and appoint one of the previously interviewed candidates recommended by the Kissimmee Utility Authority to fill the current vacancy on the KUA Board.

Mayor Espinosa made a motion to appoint Michele Lebron to the KUA Board. Commissioner Alvarez seconded the motion.

Motion carried 5-0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the audience of upcoming events: Junteenth Festival

9.B CITY ATTORNEY

City Attorney Sanchez de Fuentes thanked the commission for their patience throughout the fire assessment process.

9.C CITY COMMISSION

Commissioner Martinez thanked the KUA applicants for their interest. Mayor Espinosa noted that commissioners are making tough decisions for the greater good. She and the City Manager briefly provided an update on the downtown noise concerns, and KPD's efforts addressing the issues.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 7:42 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"

Tameara Crespo

From: Jovany Galarza <jgalarza35@yahoo.com>
Sent: Sunday, May 18, 2025 7:29 PM
To: Fire Assessment
Subject: Parcel ID 14-25-29-2234-0001-0260

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Good day,
This email is a response to the Proposed Annual Fire Service Non-Ad Valorem assessment for the property located at 1318 Mill Slough Road, Kissimmee, Florida.

I am the property owner, Henry J Galarza and I am writing to let the city know I object to this special assessment addition. While I do have respect for fire fighters and the work they do, I find it irresponsible of the city to include the additional costs to the homeowners within the city of Kissimmee limits. At a time when the cost of groceries, homeowners insurance rates, vehicles rates, and utility rates are all rising, the city's best option is to place a heavier burden on it's residents. The County is already stressed with the lack infrastructure, lack of well paying jobs and resources to help the citizens but yet keep approving housing developments and apartment complexes. Why haven't the thousands of homes added to these areas provided the revenue needed for such changes? This brings me to another concern, when these fees are collected, where is the guarantee this new plan for a different work schedule will actually save the tax payer money in the long haul? I have seen where tax increases have not benefited the communities. Once again , I do respect the fire fighters but I must object to this increase because I don't believe the City has done enough for its citizens or done enough studies to determine how to handle this situation. It's always easy to have us foot the bill when there are so many other needs not being addressed. I say NO and come back with better options that won't stress the people living here or force them to leave due to the poor planning and handling of the city of Kissimmee representatives.

Please let me know if you would like to discuss further.

Sincerely, a concerned , and annoyed resident

Tameara Crespo

From: Reyvaldo Roman <rayvaldoroman@yahoo.com>
Sent: Monday, May 19, 2025 9:42 AM
To: Fire Assessment
Subject: Annual Fire Service Non-Ad Valorem Assessment

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Good morning:

I am writing to you as a resident and homeowner here in Kissimmee, parcel ID 22-25-29-1400-0001-0640, which I am being notified of an additional fee equivalent to $203.56 extra on my tax payment, as part of expense mitigation for the fire department, which I consider unfair given the rise in the cost of living, property and car insurance, and low wages we are currently experiencing. I understand that those who should pay for this are all these developers who have monopolized most of the currently developed green areas and have increased traffic, accidents, and everything that entails the increased use of state resources, in this case the fire department. I do not agree and I believe that there should be income evaluations per family before awarding any increase, taking into account that this could mean another blow to the pockets of the lower-middle-class resident.

Att: Rayvaldo Roman
Home Owner, 813 Hastings Dr 34744

Tameara Crespo

From: Michael Lancto <savemoney911@gmail.com>
Sent: Monday, May 19, 2025 5:21 PM
To: Fire Assessment
Subject: Property Taxes

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

Please do NOT do anything to raise our property taxes here in Osceology County FL. I am a home owner and voter.

Michael Lancto
3974 Cedar Hammock Trl
St Cloud, FL 34772

Tameara Crespo

From: Khambrel Henry <khambrel37@gmail.com>
Sent: Tuesday, May 20, 2025 8:39 PM
To: Fire Assessment
Subject: Objection to Imposed Fire Tax

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

I am writing as a concerned resident of Kissimme to formally express my objection to the recently imposed fire tax. While I fully support the critical services provided by our fire department and recognize the need for adequate funding to maintain public safety, I believe this tax has been implemented without sufficient community input, transparency, or consideration for its financial impact on residents.

Many residents, including myself, are already struggling with rising living costs, and the addition of a new tax places an undue burden on households. I urge the city to consider alternative funding strategies that are more equitable and transparent, such as public referendums, grants, or reallocation of existing budget resources. Additionally, I respectfully request that the council revisit this decision with full community engagement and provide opportunities for public discussion before enforcing any further taxation.

Thank you for your attention to this matter. I appreciate your service to our community and hope we can work together toward solutions that protect public safety without placing disproportionate burdens on residents.

Sincerely,

Khambrel Henry

Outlook

Objection to Imposed Fire Tax

From Khambrel Henry <khambrel37@gmail.com>
Date Tue 5/20/2025 8:39 PM
To Fire Assessment <fireassessment@kissimmee.gov>

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

I am writing as a concerned resident of Kissimme to formally express my objection to the recently imposed fire tax. While I fully support the critical services provided by our fire department and recognize the need for adequate funding to maintain public safety, I believe this tax has been implemented without sufficient community input, transparency, or consideration for its financial impact on residents.

Many residents, including myself, are already struggling with rising living costs, and the addition of a new tax places an undue burden on households. I urge the city to consider alternative funding strategies that are more equitable and transparent, such as public referendums, grants, or reallocation of existing budget resources. Additionally, I respectfully request that the council revisit this decision with full community engagement and provide opportunities for public discussion before enforcing any further taxation.

Thank you for your attention to this matter. I appreciate your service to our community and hope we can work together toward solutions that protect public safety without placing disproportionate burdens on residents.

Sincerely,

Khambrel Henry

Outlook

Objection to the imposition of collection of annual fire service non-ad valorem assessments.

From Joseph Nguyen <tntesource@yahoo.com>
Date Wed 5/21/2025 1:10 AM
To Fire Assessment <fireassessment@kissimmee.gov>

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

We Joseph Nguyen & Teresa Nguyen owners of parcel ID#13-25-28-1154-0001-1500
address# 2337 Caravelle Circle, Kississimee, FL would like to oppose this imposition as we have observed the annually increase cost of property tax and also the home insurance in florida year over year since covid-19 which is making florida much less affordable comparing to other state therefore we strongly believe that the property taxes increase on the property year over year should be sufficient to cover for the Fire service in the area and also Florida should also impose the taxes to the home insurance providers as Florida Fire department is helping them cutting the cost of paying for the fire damages to the insured properties as they kept on increasing their premium for home insurance in Florida to an unaffordable level (we owners are so unfairly struggling with home insurance every year in Florida)

Regards,
Joseph & Teresa Nguyen

Outlook

Objection to increase tax for non-ad valorem assessments

From Sherry Xu <sherryxu11@hotmail.com>
Date Wed 5/21/2025 12:33 PM
To Fire Assessment <fireassessment@kissimmee.gov>

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,

This objection to increase tax for non-ad valorem assessments

Tax parcel ID: 13-25-28-1154-0001-0950
Location: 2469 Caravelle Cir

Home owner already faces the living cost up for home maintenance, property tax, home insurance. I object to have another tax hike from non-ad valorem assessments.

Thanks and Regards,
Hui Xu

Outlook

objection for tax increase from non-ad valorem assessments

From Sherry Xu <sherryxu11@hotmail.com>
Date Wed 5/21/2025 12:36 PM
To Fire Assessment <fireassessment@kissimmee.gov>

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,

This is an objection to increase tax for non-ad valorem assessments

Tax parcel ID: 18-25-29-2281-0019-1070
Location: 4008 San Gallo Dr 107

Home owner already faces the living cost up for home maintenance, property tax, home insurance. I object to have another tax hike from non-ad valorem assessments.

Thanks and Regards,
Hui Xu

Outlook

Objection to increase tax for non-ad valorem assessments

From Sherry Xu <sherryxu11@hotmail.com>
Date Wed 5/21/2025 12:37 PM
To Fire Assessment <fireassessment@kissimmee.gov>

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

This is an objection to increase tax for non-ad valorem assessments

Tax parcel ID: 13-25-28-1154-0001-1340
Location: 2349 Caravelle Cir

Home owner already faces the living cost up for home maintenance, property tax, home insurance. I object to have another tax hike from non-ad valorem assessments.

Thanks and Regards,
Hui Xu

Outlook

objection to increase tax for non-ad valorem assessments

From Sherry Xu <sherryxu11@hotmail.com>
Date Wed 5/21/2025 12:38 PM
To Fire Assessment <fireassessment@kissimmee.gov>

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

This is an objection to increase tax for non-ad valorem assessments

Tax parcel ID: 13-25-28-1154-0001-1240
Location: 2389 Caravelle Cir

Home owner already faces the living cost up for home maintenance, property tax, home insurance. I object to have another tax hike from non-ad valorem assessments.

Thanks and Regards,
Hui Xu

Outlook

objection to increase tax for non-ad valorem assessments

From Sherry Xu <sherryxu11@hotmail.com>
Date Wed 5/21/2025 12:39 PM
To Fire Assessment <fireassessment@kissimmee.gov>

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

This is an objection to increase tax for non-ad valorem assessments

Tax parcel ID: 13-25-28-1154-0001-0320
Location: 2372 Caravelle Cir

Home owner already faces the living cost up for home maintenance, property tax, home insurance. I object to have another tax hike from non-ad valorem assessments.

Thanks and Regards,
Hui Xu

Outlook

Notice of Hearing Rebuttal

From Steve Murray <saturnmanrings@gmail.com>
Date Wed 5/21/2025 5:30 PM
To Fire Assessment <fireassessment@kissimmee.gov>

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

I am NOT in favor of the ad valorem tax you want to impose on us. I am a senior citizen on a fixed income & an extra $105 is very disturbing. Everything keeps going up except my wages. I get a measly 2.5% raise, which comes to $40 a month. With the economy continuously rising, I must forgo doctors' appointments, refuse medicine not covered and pinch every penny to keep a roof over my head.

It seems that we have an abundance of firefighters. I suggest consolidating some & closing other fire stations. You see dozens of ambulances parked & waiting. That is a waste of tax payor's money.

Thank you in advance for your consideration of this matter.

Steve Murray
(775) 225-3388
2139 Balboa Way,
Kissimmee, FL 34741

Outlook

Fire Assessment Hearing Questions

From Jerry Johnson <Jerry.Johnson@elca.org>
Date Wed 5/21/2025 6:42 PM
To Fire Assessment <fireassessment@kissimmee.gov>
Cc Scott Puccia <spuccia@me.com>; az techA <aztech203@yahoo.com>

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

To the Commission of the City of Kissimmee,

Very well-done explanation of the issue when read with care, but then I work in the financial services sector so it's in my DNA to read financial documents with care.

I have a few questions:

Why are you using data from an unnamed source regardless of whether or not it is certified by the State?
Which Department of the State certified the valuations and what was the source of the data they certified?
Did you rely on the Tax Assessors Office to provide valuation data?

What is the amount in dollars is 25% of this year's annual cost of "continual readiness and availability" as described in the Notice of Hearing?
What amount in dollars are you planning for in the 2026 budget?

Why are you doing this with Fire and **not Law Enforcement**? And other City Services?

Respectfully,

Jerry Johnson, Vice President
Cypress Reserve at Flora Ridge HOA
2510 Swoop Circle
Kissimmee, FL 34741

Outlook

Fire Assessment - City of Kissimmee

From John Pouerie <johnpouerie@gmail.com>
Date Thu 5/22/2025 9:31 AM
To Fire Assessment <fireassessment@kissimmee.gov>
Cc P. Maria <catego01@hotmail.com>; John Pouerie <johnpouerie@gmail.com>

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

Greetings,

On behalf of my parents Diogenes & Maria Pouerie I am providing input to guide the discourse and potential imposition of the fire assessment.

They have lived in the Kissimmee, FL area for nearly 40 years. They have watched as property values have continued to soar in addition to taxes and city assessment fees.

With the understanding that there has been significant growth over the last 40 years it is reasonable that the city's fire services should grow in the same proportion.

After reviewing the information published on the City of Kissimmee website I find it to be woefully insufficient to inform the public of a potential $6 million increase in fire service expenses.

How was the determination of the additional personnel made?

1. For example, how many homes per firefighter/fire station was determined to be adequate for the city of kissimmee and its various subdivisions.

2. Where are the fire stations located and what is each of their coverage areas?

3. Who is paying the other 75% of the expenses that the fire assessment will not cover; and how is that 75% being spent?

4. What procedures or steps need to be taken to hire and fire fire service personnel; will they be sourced and trained locally?

5. How much say will the general City of Kissimmee citizens have with regard to hiring/firing, acquisition, and disposition of additional fire service personnel, fleet vehicles, fire stations, and related fire service equipment?

6. Will certain segments of the City of Kissimmee be eligible for exemption of the fire assessment (such as Seniors, Veterans, and Government personnel)

7. What are the budgeted expenses of the City of Kissimmee fire service expenses and how have they grown over the past 10 years.

Lastly, and most importantly my parents are seniors and they live on a fixed income. So increasing the fire assessment by $255.81 per household may seem like a small increase to defray costs...but I assure you it is not a small change to their fixed monthly budget. Please consider those facts as you deliberate on imposition of additional fire assessments to offset costs.

Very Respectfully,

John E. Pouerie

Outlook

Re/ Tax Parcel ID: 05-25-29-2379-0001-0270 Location: 2970 White Cedar Cir

From Ina Shaikh <inashaikh1@yahoo.com>
Date Thu 5/22/2025 11:49 AM
To Fire Assessment <fireassessment@kissimmee.gov>

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

Hello,

My name is Ina Shaikh and I am the Owner of the property referenced above.

Just received the Notice in the mail, and due to the fact that I won't be able to attend the public hearing scheduled on June 2, 2025, I am writing this email to formally object to the Proposed Annual Fire Service Non-Ad Valorem Assessment.
The property taxes are already extremely high, and so is the insurance along with all the other costs associated with the maintenance of the property and the overall cost of living.
Thank you for your understanding.

Best Regards,

Ina Shaikh
REALTOR®
BA, PSA, AHWD, CDPE, GKC, E-Pro®,

Century 21 Carioti

6801 Wallace Rd
Orlando, FL 32819
Office: 407 354 0074
Cell: **407 791 5797**
Fax: 407 354 0084
Email: ***realtorina@yahoo.com***

https://dot.cards/inashaikh

https://inashaikh.mfr.mlsmatrix.com/Matrix/Public/
https://www.showingnew.com/realtorina

https://www.facebook.com/inayourfloridarealtor/

Outlook

Fire Department

From Nola Fernandez <fernandeznola51@gmail.com>
Date Thu 5/22/2025 12:42 PM
To Fire Assessment <fireassessment@kissimmee.gov>

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Public Hearing Statement—City of Kissimmee

Good evening, members of the council and fellow residents,

My name is Nola Fernandez, and I appreciate the opportunity to speak today.

I come before you on behalf of many in our community, especially retirees, who live on fixed, limited incomes. With the rising cost of living, every dollar counts. If additional taxes or fees are imposed, we will struggle even more to make ends meet.

Any further tax burden could mean choosing between paying those taxes and buying essential groceries. For some, it could lead to the heartbreaking decision of selling their homes—homes they've worked a lifetime to pay off.

I'd like to ask the City of Kissimmee to consider the impact these measures could have on our most vulnerable residents. We all want to contribute to a thriving community, but it must be done in a way that doesn't place an unbearable strain on those already stretched to their limits.

Thank you for your time and consideration.

Mrs. Nola M. Fernández
2578 Interlock Dr
Kissimme FL, 34741

Tameara Crespo

From: Austin Blake
Sent: Wednesday, May 28, 2025 9:53 AM
To: Jovany Galarza
Cc: Fire Assessment
Subject: Re: Parcel ID 14-25-29-2234-0001-0260

Good morning, Jovany-

Thank you for taking the time to reach out to us with questions about the proposed fire assessment being considered by the City Commission. I saw you had two questions in your message to us, so I wanted to respond:

1. Why haven't the thousands of homes added to these areas provided the revenue needed for such change?

The assessment will increase revenue and support the addition of 49 new fire personnel, facilitating the implementation of a 24/7 work schedule. The current revenue collected among all property owners in the City does not permit the City the ability to fund the proposed schedule.

2. When these fees are collected, is there a guarantee that the new plan for a different work schedule will save taxpayers money in the long run?

The proposed schedule is designed to reduce the total hours worked per firefighter from 50+ hours per week to 42 hours per week, providing for increased rest that will, in turn, result in better-rested firefighters to maintain the high level of service expected by the City's residents.

Please let me know if you have any additional questions.

Regards,
Austin

Austin D. Blake
Deputy City Manager

407.518.2319 | kissimmee.gov
101 Church Street, Suite 500, Kissimmee, FL 34741

Book time to meet with me

CITY OF KISSIMMEE 1883 Follow us on Social

From: Jovany Galarza <jgalarza35@yahoo.com>
Sent: Sunday, May 18, 2025 19:28
To: Fire Assessment <fireassessment@kissimmee.gov>
Subject: Parcel ID 14-25-29-2234-0001-0260

Tameara Crespo

From: Austin Blake
Sent: Wednesday, May 28, 2025 9:58 AM
To: Jerry Johnson
Cc: Scott Puccia; az techA; Fire Assessment
Subject: Re: Fire Assessment Hearing Questions

Good morning, Jerry-

Thank you for taking the time to reach out to us with questions about the proposed fire assessment being considered by the City Commission. I saw you had several questions in your message to us, so I wanted to get you those answers:

1. Why are you using data from an unnamed source regardless of whether or not it is certified by the State?
2. Which Department of the State certified the validations and what was the source of the data they certified?
3. Did you rely on the Tax Assessors Offices to provide valuation data?

For questions one through three, the data is from the Osceola County Property Appraiser and certified to the Florida Department of Revenue

4. What is the amount in dollars 25% of this year's annual cost of "continual readiness and availability" as described in the Notice of Hearing?

The estimated amount in dollars is $6M.

5. What amount in dollars are you planning for in the 2026 budget?

The estimated budget for the Fire Department in 2026 is $34M, with roughly $6M of that being generated by the proposed Fire Assessment if it were to be adopted.

6. What are you doing this with this fire and not Law Enforcement? And other City Services?

Florida law does not permit the use of assessments to generate revenue for readiness associated with law enforcement services. The City focused on an assessment for fire readiness over other departments/services given the significant fiscal impact the fire department would face with the need to implement the 24/72 schedule.

Please let me know if you have any additional questions.

Regards,
Austin

Austin D. Blake
Deputy City Manager

407.518.2319 | kissimmee.gov
101 Church Street, Suite 500, Kissimmee, FL 34741

Book time to meet with me

CITY OF KISSIMMEE 1883 Follow us on Social

Tameara Crespo

From: Austin Blake
Sent: Wednesday, May 28, 2025 10:07 AM
To: John Pouerie
Cc: P. Maria; Fire Assessment
Subject: Re: Fire Assessment - City of Kissimmee
Attachments: Kissimmee (FL) Staffing Study - Final 3-13-2025.pdf

Good morning, John-

Thank you for taking the time to reach out to us about the proposed fire assessment being considered by the City Commission. I saw you had several questions in your message to us, so I wanted to get you those answers:

1. How many homes per firefighter/fire station was determined to be adequate for the City of Kissimmee and its various subdivision?

The City of Kissimmee Fire Department just completed a comprehensive fire staffing study. That study outlines best practices and compares those against the City's current and potential future staffing models. A copy of the study is attached for your review.

2. Where are the fire stations located and what is each of their coverage areas?

The location and coverage areas of each fire station is available your review online.

3. Who is paying the other 75% of the expenses that the fire assessment will not cover, and how it that 75% being spent?

The remaining 75% of the fire department's budget comes from the City's general fund. The City's budget, breaking down all revenue and expenditures for all departments, including the fire department, is available for review online.

4. What procedures or steps need to be taken to hire and fire service personnel; will they be sourced and trained locally?

The Fire Department will begin aggressively recruiting to hire highly qualified individuals to fill the positions if the new schedule is made possible upon adoption of the fire assessment. Fire Department leadership believes that recruitment will be easy, as the City will be the first in Central Florida to implement a 24/7 schedule, which is highly sought after by fire professionals.

5. How much say will the general City of Kissimmee citizens have with regard to hiring/firing acquisition, and disposition of additional fire service personnel, fleet vehicles, fire stations, and related fire service equipment?

The Fire Department is under the command of the Fire Chief, who has the final say for hiring and firing of personnel. The disposition of all city assets, buildings or rolling stock, is voted on by the City Commission with a recommendation by the Fire Chief when such items have met their useful life.

6. Will certain segments of the City of Kissimmee be eligible for exemption of the fire assessment (such as seniors, veterans, and government personnel)?

Tameara Crespo

From: Austin Blake
Sent: Friday, May 30, 2025 10:31 AM
To: Damaris Crespo
Cc: samad ali; Fire Assessment
Subject: Re: Fire Assessment, Question

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning, Damaris-

The current assessment's structure is not based on a parcel's owner's tax exemption status, meaning that all property owners would be required to contribute towards fire readiness and be assessed the appropriate fee. A calculator is available at kissimmee.gov/fireassessment if you are interested in seeing the potential impact of enacting the assessment.

Please let me know if you have any questions.

Austin D. Blake
Deputy City Manager

407.518.2319 | kissimmee.gov
101 Church Street, Suite 500, Kissimmee, FL 34741

Book time to meet with me

From: Damaris Crespo <accounting@calvarykissimmee.org>
Sent: Thursday, May 29, 2025 17:23
To: Fire Assessment <fireassessment@kissimmee.gov>
Cc: samad ali <revsamadali@yahoo.com>
Subject: Fire Assessment, Question

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Good afternoon Kissimmee.gov

We have received correspondence regarding the proposed Fire Assessment and the scheduled hearing.

Question:
How would Tax-exempt Non profit religious organizations (such as ours) be impacted by these assessments?

Please advise and thank you in advance for your response.

Damaris Crespo
Bookkeeper
Calvary Assembly of God of Kissimmee

"Commit to the Lord whatever you do and He will establish your plans." Proverbs 16:3

The proposed assessment does include a hardship exemption. Each exemption is heard on a case-by-case basis and approved only by the City Commission in a majority vote.

7. What budgeted expenses of the City of Kissimmee fire service expenses and how have they grown over the last 10 years?

A public records request has been opened, and the information you asked for will be provided soon.

Please let me know if you have any additional questions.

Regards,
Austin

Austin D. Blake
Deputy City Manager

407.518.2319 | kissimmee.gov
101 Church Street, Suite 500, Kissimmee, FL 34741

Book time to meet with me

From: John Pouerie <johnpouerie@gmail.com>
Sent: Thursday, May 22, 2025 09:30
To: Fire Assessment <fireassessment@kissimmee.gov>
Cc: P. Maria <catego01@hotmail.com>; John Pouerie <johnpouerie@gmail.com>
Subject: Fire Assessment - City of Kissimmee

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Greetings,

On behalf of my parents Diogenes & Maria Pouerie I am providing input to guide the discourse and potential imposition of the fire assessment.

They have lived in the Kissimmee, FL area for nearly 40 years. They have watched as property values have continued to soar in addition to taxes and city assessment fees.

With the understanding that there has been significant growth over the last 40 years it is reasonable that the city's fire services should grow in the same proportion.

After reviewing the information published on the City of Kissimmee website I find it to be woefully insufficient to inform the public of a potential $6 million increase in fire service expenses.

How was the determination of the additional personnel made?

1. For example, how many homes per firefighter/fire station was determined to be adequate for the city of kissimmee and its various subdivisions.

2. Where are the fire stations located and what is each of their coverage areas?

3. Who is paying the other 75% of the expenses that the fire assessment will not cover; and how is that 75% being spent?

4. What procedures or steps need to be taken to hire and fire fire service personnel; will they be sourced and trained locally?

5. How much say will the general City of Kissimmee citizens have with regard to hiring/firing, acquisition, and disposition of additional fire service personnel, fleet vehicles, fire stations, and related fire service equipment?

6. Will certain segments of the City of Kissimmee be eligible for exemption of the fire assessment (such as Seniors, Veterans, and Government personnel)

7. What are the budgeted expenses of the City of Kissimmee fire service expenses and how have they grown over the past 10 years.

Lastly, and most importantly my parents are seniors and they live on a fixed income. So increasing the fire assessment by $255.81 per household may seem like a small increase to defray costs…but I assure you it is not a small change to their fixed monthly budget. Please consider those facts as you deliberate on imposition of additional fire assessments to offset costs.

Very Respectfully,

John E. Pouerie

From: Jerry Johnson <Jerry.Johnson@elca.org>
Sent: Wednesday, May 21, 2025 18:41
To: Fire Assessment <fireassessment@kissimmee.gov>
Cc: Scott Puccia <spuccia@me.com>; az techA <aztech203@yahoo.com>
Subject: Fire Assessment Hearing Questions

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To the Commission of the City of Kissimmee,

Very well-done explanation of the issue when read with care, but then I work in the financial services sector so it's in my DNA to read financial documents with care.

I have a few questions:

Why are you using data from an unnamed source regardless of whether or not it is certified by the State?
Which Department of the State certified the valuations and what was the source of the data they certified?
Did you rely on the Tax Assessors Office to provide valuation data?

What is the amount in dollars is 25% of this year's annual cost of "continual readiness and availability" as described in the Notice of Hearing?
What amount in dollars are you planning for in the 2026 budget?

Why are you doing this with Fire and **not Law Enforcement**? And other City Services?

Respectfully,

Jerry Johnson, Vice President
Cypress Reserve at Flora Ridge HOA
2510 Swoop Circle
Kissimmee, FL 34741

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Good day,

This email is a response to the Proposed Annual Fire Service Non-Ad Valorem assessment for the property located at 1318 Mill Slough Road, Kissimmee, Florida.

I am the property owner, Henry J Galarza and I am writing to let the city know I object to this special assessment addition. While I do have respect for fire fighters and the work they do, I find it irresponsible of the city to include the additional costs to the homeowners within the city of Kissimmee limits. At a time when the cost of groceries, homeowners insurance rates, vehicles rates, and utility rates are all rising, the city's best option is to place a heavier burden on it's residents. The County is already stressed with the lack infrastructure, lack of well paying jobs and resources to help the citizens but yet keep approving housing developments and apartment complexes. Why haven't the thousands of homes added to these areas provided the revenue needed for such changes? This brings me to another concern, when these fees are collected, where is the guarantee this new plan for a different work schedule will actually save the tax payer money in the long haul? I have seen where tax increases have not benefited the communities. Once again , I do respect the fire fighters but I must object to this increase because I don't believe the City has done enough for its citizens or done enough studies to determine how to handle this situation. It's always easy to have us foot the bill when there are so many other needs not being addressed. I say NO and come back with better options that won't stress the people living here or force them to leave due to the poor planning and handling of the city of Kissimmee representatives.

Please let me know if you would like to discuss further.

Sincerely, a concerned , and annoyed resident

From: Barry Walze
To: Fire Assessment
Subject: Proposed Fire Assessment
Date: Saturday, May 24, 2025 10:15:07 AM

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To Whom it may concern for the June 3, 2025 meeting at 101 Church Street, Kissimmee, Florida 34741. My answer is NO! Governor Desantis is trying to get rid of property taxes and you people want to increase them. Again! I say a flat out NO! To that. You pay off your mortgage and you still do not own your house. Do not pay the property taxes and the Government takes it away. I Believe D.O.G.E should come to the Great State of Florida TOO! And clean out the waste, fraud and possible corruption here to. Find another way. I am sure there is a lot of fat that can go away just like D.O.G.E. Has found in D.C. For example: The Narcoossee Road project. It went well over 30-million-dollar budget and no one was held accountable or fined or sent to jail for it, but the Taxpayers SURE footed the bill for it to be completed.

From: Doug West
To: Fire Assessment
Subject: Funding fIre Department
Date: Saturday, May 24, 2025 3:54:16 PM

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Hello,

I am writing with regards to a letter I recently received from the City of Kissimmee regarding the proposed annual fire service non-valorem assessment for 3111 Stonehurst Circle.

We are a retired couple (73 and 74 years old) living on a fixed income, and I am asking if there is any consideration given for such folks for a senior discount in such situations?

Thank you for your time and consideration.

Sincerely,

Doug West

Tameara Crespo

From: Clay Street Storage <info@claystreetstorage.com>
Sent: Saturday, May 24, 2025 4:54 PM
To: Fire Assessment
Subject: Relation of the proposed Annual Fire Service Assessment to previous "fire fee"

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Hello:

Could you advise on the relationship between the proposed Annual Fire Service Assessment and the “fire fee” that was instituted by the City in the early 2000s? Will any previous/existing “fire fee” on commercial properties be removed/succeeded by the proposed Annual Fire Service Assessment?

Thank you -

John Bykowski, Owner
Clay Street Storage LLC
1316 Clay Street
Kissimmee FL 34741

Tameara Crespo

From: Alberto Gonzalez <galberto117@yahoo.com>
Sent: Saturday, May 24, 2025 5:09 PM
To: Fire Assessment
Subject: Non-ad valorem assessments

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

I'm writing to express my strong objection to the NON-AD Valorem assessment.

I'm Alberto Gonzalez homeowner of 1534 Wyman Cir Kissimmee Fl 34744.
This tax will become a burden on all retirees on a fixed income and all low moderate-income families and renters as well. Please consider this objection. Thank you.

Sincerely;

Alberto Gonzalez

Tameara Crespo

From: Nancy Beville <nbeville@cfl.rr.com>
Sent: Monday, May 26, 2025 10:54 AM
To: Fire Assessment
Subject: Fire Assessment

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I am aware the non-valorem assessment is not connected to property values, but many of us have lived in our homes for many years and thanks to “Save our Homes” we have had lower taxes. In my case, the proposed fire service assessment is half of my property tax.

I’m sure my thoughts will not change anyone’s mind, however, once these assessments start they may continue to other areas, causing more hardships.

Since we live in Osceola County and pay taxes to them also, I are concerned the County can do the same thing and add more assessments.

It just seems developers, commercial buildings and new homes should bear the brunt of the cost. I know you will pass this assessment regardless of the public’s feelings, but please consider lowering the amount you’re asking.

Thank you for listening,

Nancy J. Beville

Tameara Crespo

From: Selena <agentselena@yahoo.com>
Sent: Monday, May 26, 2025 3:21 PM
To: Fire Assessment
Subject: Annual non ad valorem Fire Service Assessment

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Dear City,

I am writing to object to the proposed annual fire service non -ad valorem assessment. We have way too many taxes, fees and dues to pay monthly and annually outside of our already high mortgage. This additional cost may not seem like much to the team proposing it, but it's too much for tax payers who already incur too much. These services should be covered under property taxes and included in the current amount, not added. This is one of the countries that demand payment for all of these fees making you feel like you don't owe your home.

I am asking that my voice be heard and this is denied. Thank you.

Selena Lawrence

Tameara Crespo

From: ccuello@earthlink.net
Sent: Tuesday, May 27, 2025 8:33 AM
To: Fire Assessment
Subject: Non-Ad Valorem Assessment 700 W Vine street, 1502 W Vine street and 1220 N Main Street

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City of Kissimmee,

I am writing to express my strong opposition to the recent proposed increase Non-AD Valorem Assessment and added expenses to the property taxes.
These changes are unsupportable. Raising property taxes directly impacts property owners and, by extension, the tenants who work in our buildings. It pushes people and businesses out of Kissimmee and makes it harder for residents and business to stay here. **Look at the 192 corridor!!**
The burden should not fall on property owners who already contribute to the city's revenue through property tax, sales tax, and other expenses that fuel the local economy. Instead of passing these costs onto us, the city must take a hard look at its budget and make the necessary adjustments internally.
I urge the city to reconsider this approach. Property owners cannot continue to carry the weight of city funding.

Sincerely,

Carmen G Cuello

American Plaza Group LLC
Red Investments USA Corp
Floral Park Realty LLC
106 Satsuma Drive
Altamonte Springs, Fl 32714
407-497-5726

Tameara Crespo

From: Jamie Myers <jmyers@wcgroup.co>
Sent: Tuesday, May 27, 2025 10:39 AM
To: Fire Assessment
Subject: Change of Address ASAP
Attachments: 0155_250527203518_001.pdf

Follow Up Flag: Follow up
Flag Status: Completed

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Good morning,

We have JUST received the attached notices you sent out. Our office location has changed and is as follows:

1315 S. International Parkway, Suite 1101, Lake Mary, FL 32746

If you could please update in your records so all communication comes directly to us in a timely manner.

Thank you for your assistance,

WC GROUP
LAND DEVELOPMENT & ENGINEERING SERVICES

Jamie Meyers
1315 South International Parkway Suite 1101
Lake Mary, Florida 32746
407-750-3123
386-847-6673

Tameara Crespo

From: Dragon Phoenix <davsea@embarqmail.com>
Sent: Tuesday, May 27, 2025 11:54 AM
To: Fire Assessment
Subject: Stop the steal

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It is time to stop taking from land owners and threatening the loss of their property if they do not comply. The government in general needs to find alternative ways to collect money and stop allowing the rich to steal land from honest poor people that has property because of taxes.
you can use sales taxes and other means to collect the money you think you need. you can also reduce the size of government and live within your (our) means and allow the people to be able to support their families with the money they take home. i realize you have to give back to your donors, but it should not be at the expense of the people. It is time to start having some sympathy for the middle class and start helping them and not so much to those that are always (expecting) asking for a handout.
I hope Ron Desantis is able to stop the taxation on property and prevent the unjust taxation against the people of middle class, who are the hardest working people in this country.
Our government has become no different than corrupt organized crime with emphasis on corrupt.

It is time to give us a break!!!

David Searcy
407-346-0019

Tameara Crespo

From: henrybermudez youdeserve1stclass.com <henrybermudez@youdeserve1stclass.com>
Sent: Tuesday, May 27, 2025 6:48 PM
To: Fire Assessment
Subject: Opposition to Fire Assessment Henry Bermudez
Attachments: Response to fire assessment 5 27 25.pdf; Fire Assessment City of Kissimmee 5 27 25.pdf

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City of Kissimmee and all parties involved,

Hello. My name is Henry Bermudez and I am in vehement opposition to any increase in our property taxes. Attached is my letter. Thanks.

Henry Bermudez
Owner
104 E Cherry St.
Kissimmee, FL 34744

Henry Bermudez

104 E Cherry St.

Kissimmee, FL 34744

Date: 5/27/2025

City of Kissimmee

101 Church St., Suite 430

Kissimmee, FL 34741

Subject: Opposition to Property Taxes Increasing via a Fire Assessment

To the City of Kissimmee and all parties involved,

I am writing this letter in response to a fire assessment that will increase our property taxes (attached is the letter I received as a part of this letter). First, there are better ways of finding the money needed to pay for additional fire services workers and staff. We as the lowly working class should not have to bear more brunt in further taxation. As a property owner in this community since August 2008, my taxes have increased since day 1 of purchasing my property year over year. It is not fair for us to bear the brunt, as we are already paying the taxes we are charged every year on our properties to help support our community. Second, to increase this amount is leading to millions in more dollars that will be poorly spent by this county. Just as the Trump administration is weeding out terrible government spending this county should be doing the same. Third, we are a tiring people, working endlessly to pay and pay our dollars away in taxation. There has to be a better way or at minimum less of a tax or possibly a taxation towards local businesses. We are vehemently against this taxation.

Sincerely,

Henry Bermudez

Tameara Crespo

From: jesus mayorca <jdma1966@gmail.com>
Sent: Wednesday, May 28, 2025 1:25 PM
To: Fire Assessment
Subject: Objection to Proposed Fire Service Non-Ad Valorem Assessment – Parcel ID 08-25-29-1987-0001-1250
Attachments: letter response 28th May 2025.pdf

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Attention:
City of Kissimmee
Attn: City Commission – Fire Assessment Comments
101 Church Street, Suite 430
Kissimmee, FL 34741

I attached formal letter

Best Regards,

Jesus Mayorca
Real Estate Agent
La Rosa Realty Kissimmee
SL3488411
407-7599722
Email: jdma1966@gmail.com

28th May 2025

Subject: Objection to Proposed Fire Service Non-Ad Valorem Assessment – Parcel ID 08-25-29-1987-0001-1250

To the Honorable City Commission of the City of Kissimmee,

I am writing in response to the notice dated May 2025 regarding the proposed annual Fire Service Non-Ad Valorem Assessment for my property located at:

2604 San Simeon Way

Kissimmee, FL 34741

Parcel ID: 08-25-29-1987-0001-1250

While I recognize and appreciate the vital role of the Kissimmee Fire Department and support efforts to improve public safety and working conditions, I would like to formally object to the proposed assessment for the following reasons:

Financial Burden: The proposed assessment amount of approximately $247.58, plus additional administrative and collection charges, presents a notable increase in the annual cost of property ownership. This creates an undue burden, especially when added to existing property taxes and insurance.

Lack of Proportional Benefit: As a residential property owner, I believe the assessment should more clearly reflect proportional benefit or risk. A flat parcel fee plus a variable fee tied to property improvements may not fairly represent the actual service demands of individual properties.

Alternative Funding Options: I respectfully suggest that the City further explore alternative funding mechanisms that may be more equitable, including potential allocations from

general funds or federal/state grants, especially if this is a citywide infrastructure or labor reform initiative.

Request for Clarification: I request greater transparency regarding how this assessment was calculated for my specific parcel, and whether there will be opportunities to contest or appeal the determined amount in future tax years.

I respectfully ask the City Commission to reconsider or revise the proposed assessment structure and to take into account the voices of property owners who may be impacted disproportionately by this new charge.

Thank you for the opportunity to participate in this public process. I remain committed to supporting public safety and responsible governance in our community.

Sincerely,



Jesus Mayorca

2604 San Simeon Way

Kissimmee, FL 34741

Emailjdma1966@gmail.com

Phone: 407-7599722

Tameara Crespo

From: Rogelio Stone <fundoramirian@gmail.com>
Sent: Thursday, May 29, 2025 10:51 AM
To: Fire Assessment
Subject: Sobre tasa especial bomberos. Tax parcela ID:32-25-29-1839-0001-8870. Direccion: 1970 Fairway Loop,Kissimmee 34746
Attachments: Screenshot_20250524_104202_Wordbit Ingls.jpg; Screenshot_20250524_104202 _Wordbit Ingls.jpg

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

En fecha reciente recibi una carta de la ciudad de Kissimmee para imponer una tasa que aumentaría mis impuestos $300.50 dolares anual ,el año anterior a alguien se le ocurrió aumentar el CDD alrededor de 300.00 dólares que ya cobraron este año,como pueden observar es un patrón de todos los años aumentar los impuestos,sin tener en cuento al ciudadano común,retirado que solo tiene como ingresos su seguro social,que como todos sabemos no cubre los gastos normales de una vivienda además,este incremento en mi opinión, no se justifica,porque:
1.-Se basa en aumentar un cuarto turno que pondría a los bomberos de 24/48 actual a 24/72 que equivale a rebajar un trabajo com promedio de 8 horas diarias (lo usual en nuestro pais)a 6 horas diarias que no es lo usual,al contrario seria una excepción.
2.-Esta zona es muy poco peligrosa para que se generen grandes incendios y calamidades.
3.-Tengo mi casa pagada para tratar de tener mi vejez lo más tranquila posible, sin embargo estos aumentos de impuestos no justificados y constantes con la amenaza de poder quitarte tu propiedad pagada,solo tiene un nombre:ABUSO contra los envejecientes.
4.-Es necesario ser más novedoso a la hora de enfrentar nuevos gastos, para que no se basen solo en nuevos impuestos y de ser imprescindibles,tener en cuenta por lo menos a los ancianos qué no tienen ingresos suficientes ni como incrementarlos.
Admiro muchísimo a nuestros bomberos,pero a mi me es imposible apoyar esta propuesta,en mi opinión con un análisis un poco superficial CON IMPUESTOS!! por lo que mi respuesta es:
NO; A ESTA PROPUESTA!!

Atte
Efrain Dominguez

Tameara Crespo

From: Damaris Crespo <accounting@calvarykissimmee.org>
Sent: Thursday, May 29, 2025 5:23 PM
To: Fire Assessment
Cc: samad ali
Subject: Fire Assessment, Question

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Good afternoon Kissimmee.gov

We have received correspondence regarding the proposed Fire Assessment and the scheduled hearing.

Question:
How would Tax-exempt Non profit religious organizations (such as ours) be impacted by these assessments?

Please advise and thank you in advance for your response.

Damaris Crespo

Bookkeeper

Calvary Assembly of God of Kissimmee

"Commit to the Lord whatever you do and He will establish your plans." Proverbs 16:3

Tameara Crespo

From: ver cotto <vercotto@yahoo.com>
Sent: Thursday, May 29, 2025 6:57 PM
To: Fire Assessment
Subject: Objection to impose and provide for collection of annual fire service Sequence# D22569

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Good afternoon,

I opposed to this assesment because I cannot afford another additional bill. Everybody want to increase such as HOA, property taxes, insurance company, etc. We are not rich. We are also suffering an inflation in every single item that we purchase, and all of that has a negative impact in our life and economy. I am trying to convince my husband to move out of the USA. The "American Dream" is turning into an America Nightmare. I understand the Fire Dept. is important, but they should get the money from another place.

Pd. Tax parcel Id 18-25-30-1689-0001-1210
2198 Mallard Creeck Circle, Kissimmee, Fl 34743

Sincerely,
Veronica Cotto
(407) 791-7924

Tameara Crespo

From: Amy Cunningham <adckissimmee@gmail.com>
Sent: Friday, May 30, 2025 7:48 AM
To: Fire Assessment
Subject: Comment for Hearing on Fire Service Assessment

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Good morning,

Since I will be unable to attend the meeting on June 3rd I wanted to express my objection to the proposed fire assessment fee on homes inside the City of Kissimmee. I own the property at 3441 Fox Crossing Drive and rent it out. The property taxes in 2024 went up $960 and I am sure I am not the only homeowner that experienced a large increase. Anyone without Homestead protection is paying exorbitant amounts because you have continued the same ad valorem rates despite the increase in value of properties within city limits. Now on top of that you want to add another fee!

Where are all the increased tax dollars you've already collected going if not to essential services like police and fire? You'd never send out a letter saying you were going to impose a fee for all the wasteful things you use our tax dollars on but you want to impose this fee so you can shift dollars away from fire for your pet projects (like bricking streets for example). You hope that no one will object because it's for first responders and who doesn't want to have fire protection?!

The City of Kissimmee claims to want affordable housing but you keep raising taxes and imposing fees which does not allow Landlords to keep rental rates low. Public safety should be your primary concern and your current budget should cover all essential services (including funding the fire department). If the budget has a surplus you can brick more streets, plant trees, put up art, etc.

Kind regards,

Amy Cunningham

--
Amy Cunningham
adckissimmee@gmail.com
407-460-9470

Tameara Crespo

From: Younas Younas <yoyou2013@yahoo.com>
Sent: Saturday, May 31, 2025 11:26 AM
To: Fire Assessment
Subject: Fire service assessment

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

Hello,

-Why there is a shortage in funding of 25% towards fire department?
-Was this issue existed before or just raised now?
-What is benefit we getting from this assessment as property owners?

Thank you fire department for all you do for public safety!!

I humbly request to publicly the hearing on June 3th online and send us a link to follow up.

Sincerely,

Younes

Tameara Crespo

From: maria palmeiro <mpalmeiro2002@outlook.com>
Sent: Saturday, May 31, 2025 2:31 PM
To: Fire Assessment
Subject: Sequence No. D21412

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

To whom it may concern:

I, owner of the 2210 Grand Cayman Ct Kissimmee, FL # 1724. I would like to convey that I am against this or any special assessment at this time.
I was just presented with an unexpected very large assessment from the HOA /Community and the monthly HOA is already very high furthermore, I cannot raise the rent due to the cost of living, the tenants complain that they make a living and cannot pay the rent. We as owners have to many expenses already and it is financially hard to maintain the property repairs are one of the most expensive now a days, and pay all the monthly bills, HOA's, Assessment fees, Insurances, repairs, property taxes, etc.

For that matter I am NOT in favor of any new assessment.

Thank you in advance for your consideration.

Sincerely,

Maria J. Palmeiro

Tameara Crespo

From: maria palmeiro <mpalmeiro2002@outlook.com>
Sent: Saturday, May 31, 2025 2:34 PM
To: Fire Assessment
Subject: Fw: Sequence No. D21411

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

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From: maria palmeiro <mpalmeiro2002@outlook.com>
Sent: Saturday, May 31, 2025 2:31 PM
To: fireassessment@kissimmee.gov <fireassessment@kissimmee.gov>
Subject: Sequence No. D21412

To whom it may concern:

I, owner of the 2216 Grand Cayman Ct Kissimmee, FL # 1437. I would like to convey that I am against this or any special assessment at this time.
I was just presented with an unexpected very large assessment from the HOA /Community and the monthly HOA is already very high furthermore, I cannot raise the rent due to the cost of living, the tenants complain that they make a living and cannot pay the rent. We as owners have to many expenses already and it is financially hard to maintain the property repairs are one of the most expensive now a days, and pay all the monthly bills, HOA's, Assessment fees, Insurances, repairs, property taxes, etc.

For that matter I am NOT in favor of any new assessment.

Thank you in advance for your consideration.

Sincerely,

Maria J. Palmeiro

Tameara Crespo

From: maria palmeiro <mpalmeiro2002@outlook.com>
Sent: Saturday, May 31, 2025 2:37 PM
To: Fire Assessment
Subject: Fw: Sequence No. D21410

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

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From: maria palmeiro <mpalmeiro2002@outlook.com>
Sent: Saturday, May 31, 2025 2:31 PM
To: fireassessment@kissimmee.gov <fireassessment@kissimmee.gov>
Subject: Sequence No. D21412

To whom it may concern:

I, owner of the 2216 Grand Cayman Ct Kissimmee, FL # 1427. I would like to convey that I am against this or any special assessment at this time.
I was just presented with an unexpected very large assessment from the HOA /Community and the monthly HOA is already very high furthermore, I cannot raise the rent due to the cost of living, the tenants complain that they make a living and cannot pay the rent. We as owners have to many expenses already and it is financially hard to maintain the property repairs are one of the most expensive now a days, and pay all the monthly bills, HOA's, Assessment fees, Insurances, repairs, property taxes, etc.

For that matter I am NOT in favor of any new assessment.

Thank you in advance for your consideration.

Sincerely,

Maria J. Palmeiro

Tameara Crespo

From: madelyn mercado <mercamad1@gmail.com>
Sent: Sunday, June 1, 2025 2:11 PM
To: Fire Assessment
Subject: Fireassessment

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To Whom it may Concern:

I, Madelyn Mercado at this time I am not financially stable and struggling to pay my daily responsibilities. Cost of living has risen and I have limited income. I do not agree with this additional assessment as it will increase my cost of living. At this time is hard for me to pay form necessary needs like medications, food and housing. I believe that the county can find other means to increase their income to cover the cost of this assessment without putting another tax on their citizens.

Madelyn Mercado.

1211 n. Forest Ave.
Kissimmee florida 34741
Parcel ID: R212529-167000150170

Tameara Crespo

From: Rosa Torres <rosaet1936@gmail.com>
Sent: Sunday, June 1, 2025 2:16 PM
To: Fire Assessment
Subject: Tax Parcel Id: 20-25-29-1840-000K-0160 Location: 2511 Catherine St.

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To Osceola County:

I am an elderly and recently widow with a low fixed income. I do not agree with this additional assessment as it will increase my cost of living and will decrease my availability to pay for my necessary needs like medications, housing, insurance and food. I understand the need for this service but I also do not have the extra means to support it.

Thank You,
Rosa Torres

Tameara Crespo

From: Mforevernot <mforevernot@aol.com>
Sent: Sunday, June 1, 2025 2:25 PM
To: Fire Assessment
Subject: Tax Parcel Id: 28-25-29-1630-0001-0535 Location: 1507 Clay St.

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

Osceola County:

I do not agree with this additional assessment. I'm an elderly widow that have limited income with high insurance, taxes, medical bills and medication. Cost of living has increased so much that I find myself struggling to pay my bills.

Thank You,
Rosa Torres

Tameara Crespo

From: Anna Maritza Legra <eltoa28@gmail.com>
Sent: Sunday, June 1, 2025 2:55 PM
To: Fire Assessment
Subject: Objection

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

My name is Anna M Legra Tax Parcel ID: 14-25-29-1813-0001-0460. Location 2432 Fulton Rd, Kissimmee, FL 34744-2785.

After receiving and reading your notification to property owners regarding the implementation of a fee to fund your expansion projects, etc., I can conclude by saying that I completely disagree with this potential tax. My reasons are clear; we are currently facing terrible inflation, where my salary is barely enough to pay for the high prices of food and everything else that needs to be paid. I hope you understand my position.
Regards,
Anna M Legra

Tameara Crespo

From: Heidi Ettrich <zphoenix418@hotmail.com>
Sent: Sunday, June 1, 2025 7:44 PM
To: Fire Assessment
Subject: Fire department increase in taxes

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

Dear City Commission,

My name is Heidi Ettrich and I am a 22 yr resident of the City of Kissimmee. I have reviewed your fire proposal and I am totally against it. If you allow the residents to pay for an increase in fire department staff and better hours and it passes then you just set precedence for the police department to do it. You know the Police union will immediately jump on this and if you don't do the same with them it will make a great news story. City officials don't care about the safety of its police force.

Really take a look at what the fire department is asking. Better time off and 49 new firefighters to get a 4th platoon shift that you don't need. Look at the calls for service. You don't need an increase. Currently according to your letter they work 24 on and 48 off. Remember after 9pm I believe they can go to sleep. Now they want another day off after only working one day from 2 days off to 3 days off. The calls for service don't justify this.

The 4th platoon is just going to add more trucks going to a call that is not necessary. In my opinion they are running too many pieces of equipment already on non-emergency calls. And then they are stacking call's instead of clearing them when they are clear. It's a union tactic that I'm well aware of. I have seen this first hand when they go to a school or car accident scene.
Being legitimately busy is one thing but to sit on calls, to fudge calls for service times, is just politics and that study you have been handed is just that; politics, not need.

It's also not the tax payers scope to pay for something that is mismanaged and taking care of the firefighters who just want more time off makes no sense to me as a city resident.

Once the police jump on this, the highway and city departments will most likely join the ride. I would not want to be on the commission and go down this road.

Remember this is not a wealthy city so I'm sure you will lose a lot of residents if you keep increasing taxes.

Sincerely,
Heidi Ettrich

Sent from my iPhone

Tameara Crespo

From: Vincent DiBella <vincentdibella4@gmail.com>
Sent: Monday, June 2, 2025 7:58 AM
To: Fire Assessment
Subject: 2337 Barbados Ct - Opposition to annual non-ad valorem Fire Service Assessment

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Good morning,

We are writing to oppose the annual non-ad valorem Fire Service Assessment. As seniors living on fixed incomes, any tax increase will substantially and adversely affect our daily lives.

Thank you,

Vincenzo and Carmela DiBella

Tameara Crespo

From: Mike Steigerwald
Sent: Monday, June 2, 2025 10:54 AM
To: Tameara Crespo
Subject: FW: Proposed Fire Assesment
Attachments: SKM_C360i25060209300.pdf

FYI

From: Minerva Vazquez <minerva.vazquez@kissimmee.gov>
Sent: Monday, June 2, 2025 10:18 AM
To: Jackie Espinosa <Jackie.Espinosa@kissimmee.gov>; Angela Eady <Angela.Eady@kissimmee.gov>; Carlos Alvarez, III <CARLOS.ALVAREZ@kissimmee.gov>; Janette Martinez <Janette.Martinez@kissimmee.gov>; Noel Ortiz <Noel.Ortiz@kissimmee.gov>
Cc: Mike Steigerwald <MIKE.STEIGERWALD@kissimmee.gov>; Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES@kissimmee.gov>
Subject: Proposed Fire Assesment

Please see the attached letter from the VP of Sun Communities regarding the proposed Fire Assessment.

Minerva Vazquez
Executive Administrative Assistant to the
City Commission & City Manager
City of Kissimmee

May 21, 2025

City of Kissimmee
Board of Commissioners
101 Church Street, Suite. 430
Kissimmee, FL 34741

Subject: Proposed Fire Assessment

Dear Commissioners,

On behalf of Sun Communities, a property management organization with residential communities across Florida. I am writing to express our deep concern regarding the proposed non- ad valorem fire assessment meeting scheduled for public hearing on June 3, 2025.

Our communities house a diverse population, many of whom will be directly affected by the outcomes of this amendment. Based on the notice, we are particularly concerned about the potential impacts on financial hardships. Such changes would worsen the financial hardships already experienced by many of our residents.

As stakeholders who work closely with residents daily, we strongly urge the Board to take into consideration the perspectives and needs of those who will be most affected. We respectfully request clarification on how the amendment will impact the City of Kissimmee, and we encourage the Board to pursue inclusive planning that prioritizes community well-being.

We intend to participate in the public hearing and would appreciate any additional documentation or context the Board can provide ahead of the meeting. Please consider this letter a formal request to be kept informed on any developments related to this amendment.

Thank you for your attention and commitment to serving the residents of Kissimmee, FL.

Sincerely,

Monica Slider

Monica Slider
Regional Vice President of Sun Communities, Inc.

cc: Ebonie Jackson, Community Manager of Kissimmee Gardens
Amy Herndon, Divisional Vice President of Sun Communities, Inc.

27777 Franklin Road, Suite 300
Southfield, MI 48034
www.suninc.com

Tameara Crespo

From: richardmmarcus1 <richardmmarcus1@gmail.com>
Sent: Monday, June 2, 2025 1:14 PM
To: Fire Assessment
Subject: Annual Fire Service Non-Ad Valorem Assessment 'TAX'

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

Marcus Richard M
1635 Woodbay Ct
Kissimmee FL 34744-4063
Tax Parcel ID: 11-25-29-1827-0001-1840

I am 68 yrs old and have lived in Kissimmee 37 years.
I am a senior citizen with Zero Earned Income, living on Social Security, and a very small 'taxed' pension.
I have never had to pay a 'tax' for Fire Service. I have never in 37 years ever had Fire Service.

Paragraph 1 of your letter: "doing so in the context of the City's preparation for the next year's overall budget."
Paragraph 2 of your letter: …"collect the assessment annually on the same bill as TAXES".
So, this is NOT for "next years overall budget" its for ANNUALLY TAXING the public for City of Kissimmee's annual budget!

Paragraph 2 of your letter: "All legally assessable TAX parcels in the City"…"determined the number of assessable TAX parcels"…"collect the assessment annually on the same bill as TAXES".
You call this 'tax' an 'assessment' in order to deceive the public, but it is a 'tax' based on your own words.

Webster's Dictionary
as •sess •ment 2. an official valuation of property, used as a basis for levying a tax.

Paragraph 4 of your letter: "proposed non-ad valorem assessment component amounts addressed on this notice are unique to the Tax Parcel described above…collected by the Osceola County TAX Collector on the same TAX notice and bill of property taxes"…
You call this 'tax' an 'assessment' in order to deceive the public, but it is a 'tax' based on your own words.

Now comes the EXTORTION part of paragraph 4: …"failure to pay your taxes and assessments will cause a tax certificate to be issued against the property which may result in the loss of title."
City of Kissimmee's Forced taxation, extortion, theft if you don't COMPLY.
Over $6 million annually from the public & struggling Senior citizens.
This 'TAX' amounts to over 25% of my overall property TAX bill… for one thing: Fire Service…so you claim.
NO.
This is Not what WE voted for.

Tameara Crespo

From: Office Manager <OfficeManager@sksod.com>
Sent: Monday, June 2, 2025 2:17 PM
To: Fire Assessment
Subject: Fire Service Assessment Objection

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

Dear Sir/Madam,

I am writing to voice my objection to the proposed Fire Service Assessment fees that the city is proposing. We only have vacant land with no buildings and already pay property taxes that should include taxes/fees for this service. We have the five (5) vacant land parcels listed below.

Tax Parcel ID: 09-25-29-0000-0163-0000 W Carroll Street
Tax Parcel ID: 09-25-29-1437-0001-0050 Flora Blvd
Tax Parcel ID: 09-25-29-1437-0001-0060 Flora Blvd
Tax Parcel ID: 05-25-29-00U0-0010-0000 W Osceola Pkwy
Tax Parcel ID: 08-25-29-00U0-0044-0000 Dyer Blvd

If you have any questions, please feel free to contact me via email at dsmith@sksod.com or on my mobile at 407-922-8022.

David Smith
Owner
Kelley Properties
4100 Canoe Creek Rd.
Saint Cloud, FL 34772

Phone (407) 892-3400
Fax(407) 892-1210
Email: dsmith@sksod.com

Tameara Crespo

From: Robyn Calvetti <robyncalv@gmail.com>
Sent: Monday, June 2, 2025 2:22 PM
To: Fire Assessment
Subject: Fire Fee

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Hello,
I want to advise I am on support of the proposed 24/72 fire schedule. This will enable the city to employee more firefighters which in my opinion will make for a safe city. With them not having to mandatorily work extra shifts, where they may be tired, which could put residence at risks. Other cities have this fee as part of their taxes to residents. It is a small price to pay.
Thank you,
Robyn Calvetti
Sent from my iPhone

Tameara Crespo

From: Amanda Baptist <akbaptist@gmail.com>
Sent: Monday, June 2, 2025 2:25 PM
To: Fire Assessment
Subject: Support for Ity Fire Fee

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

Dear Council Members and Fellow Citizens,

I'm writing in support of the proposed city fire fee. A strong, well-equipped fire department is essential to the safety and well-being of our community. Whether it's a house fire, medical emergency, or natural disaster, timely and effective fire service saves lives and protects property.

The fire fee ensures our firefighters have the tools, staffing, and training needed to respond when we need them most. It's a small price to pay for peace of mind and a vital public service.

Citizens understand the value of safety and should see this fee as a necessary investment. I urge the council to back this initiative and prioritize the protection of our community.

Thank you for your leadership.

Sincerely,

Amanda Baptist

Tameara Crespo

From: Dane Farmer <danedangles@gmail.com>
Sent: Monday, June 2, 2025 2:28 PM
To: Fire Assessment
Subject: Fire fee

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

Dear Mayor and City Commissioners,

I hope this message finds you well. I am writing as a resident of Kissimmee to express my strong support for the implementation of a fire fee to help fund and maintain our city's fire services.

Our fire department plays a critical role in protecting the safety and well-being of our community. As our city continues to grow, so does the demand on emergency services. Ensuring that our fire department remains adequately funded, staffed, and equipped is essential for maintaining timely response times and effective service.

A dedicated fire fee would provide a stable and predictable source of revenue to support these life-saving services. It would also help distribute the cost more equitably across all property owners, ensuring that everyone contributes to the protection and resilience of our city.

I urge you to move forward with the implementation of the fire fee and prioritize the long-term sustainability of our emergency response infrastructure. Thank you for your dedication to public safety and for your continued service to our community.

Tameara Crespo

From: iturreyc@gmail.com
Sent: Monday, June 2, 2025 2:36 PM
To: Fire Assessment
Cc: Cristina Iturrey
Subject: Support for Fire Assessment Fee

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

To Whom it May Concern,

My name is Dr. Cristina Iturrey and I am an Emergency Medicine Resident Physician at HCA Florida Osceola Hospital. I am writing in support of the proposed fire assessment fee. As an Emergency Medicine Physician, I work closely with the Kissimmee Fire Department and I value the work they do for my patients and our community. Numerous scientific studies have demonstrated the negative impact of the current 24/48 hour shift schedule on the sleep patterns, stress levels, and mental health of our firefighters. I am in full support of the fire assessment fee and am urging you to help their work hours improve through implementation of the fire assessment fee.

Thank you,

Cristina Iturrey, MD
Emergency Medicine Resident Physician
UCF/HCA GME Consortium of Greater Orlando at Osceola Hospital

Tameara Crespo

From: Albert-Dalel Bitar <albertdalel@yahoo.com>
Sent: Monday, June 2, 2025 2:37 PM
To: Fire Assessment
Subject: Non-Ad Valorem Assessment

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

Tax Parcel ID: 25-25-28-1647-0001-0020

We do not support the proposed annual fire service assessment.

Home Owner

Sent from Yahoo Mail for iPhone

Tameara Crespo

From: Hebra, Andre MD <andre.hebra@leehealth.org>
Sent: Monday, June 2, 2025 2:57 PM
To: Fire Assessment
Subject: support 24/72

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

Dear Sirs,
I am writing in support of the proposed fire assessment fee in Kissimmee. It is very important for our Firefighters to get the rest they need by supporting the 24/72 - work schedule.
Thank you,

Andre Hebra

Email: andre.hebra@leehealth.org<mailto:andre.hebra@leehealth.org>

Tameara Crespo

From: Profeta Michele Biagioni <mabiagioni@gmail.com>
Sent: Monday, June 2, 2025 2:56 PM
To: Fire Assessment
Subject: Public Comment and Formal Objection Letter

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Public Comment and Formal Objection Letter

Subject: Public Comment and Formal Objection – Proposed Fire Service Non-Ad Valorem Assessment Increase

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Dear City of Kissimmee Commissioners,

I am submitting this letter as a formal public comment and objection regarding the proposed **$209.78 annual Fire Service Non-Ad Valorem Assessment**, scheduled for hearing on **June 3, 2025**.

While I respect and support the mission of our City's fire department, the method and magnitude of this proposed increase represent an **unreasonable financial burden**, especially for homeowners still facing the long-term effects of post-pandemic inflation and economic disruption.

This proposal calls for a sudden increase of **$209.78** — representing **31% of my total annual tax bill** — without any phased plan or advance adjustment period. According to U.S. government figures, the average **Cost of Living Adjustment (COLA)** over the past 10 years has only been **2.7%**. This proposal, by contrast, is over **11 times that rate**.

Historically, this fire service assessment was **not annually levied**. In **2009**, my property tax record shows a **one-time fire fee of $75**. By **2013**, the fee was **removed entirely**. This proves the assessment was not originally designed to be a permanent fixture. Its sudden return as an automatic, annual charge is an alarming shift in policy.

The method of billing is equally concerning. This assessment is embedded within the same property tax notice as ad valorem taxes and printed in the back pages of the letter as non ad-valorem assessment. Many residents will never see it. No taxpayer should face a 31% increase **without full and prominent disclosure**.

If the City Commission will not acquiesce to the financial hardship this increase imposes on its residents, then — and only then — I strongly request that this assessment be collected through a **separate billing mechanism**, such that:

- **Check 1** covers the annual **non-ad valorem fire service assessment**.
- **Check 2** covers the **regular ad valorem property taxes**.

This approach will ensure **clarity, transparency, and informed public participation**. The separation of these payments would compel both the City and its residents to reflect each year on the continued justification for this cost.

I respectfully urge the Commission to either **delay and restructure** this assessment or, at a minimum, enforce **payment separation** so taxpayers are consciously aware of what they are funding.

Sincerely,
Michael Biagioni

2429 Oak Hollow Drive
Kissimmee, FL 34744
Real Estate Account: R142529-181700010080

Tameara Crespo

From: Samantha Pixton <sapixton@gmail.com>
Sent: Monday, June 2, 2025 3:20 PM
To: Fire Assessment
Subject: Support for Transition to 24/72 Shift Schedule

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

Dear Kissimmee Fire Department Leadership,

I hope this message finds you well. I am writing to express my strong support for the adoption of a 24/72 shift schedule for your dedicated firefighters.

The current 24/48 model, while common, places a significant strain on both the physical and mental health of firefighters. The high demands of the job, combined with limited recovery time between shifts can lead to fatigue, reduced alertness, and long-term health challenges. A 24/72 schedule would provide recovery time, improve sleep cycles, and allow personnel to better manage the physical and emotional demands of their work.

Beyond health and wellness, longer rest periods also promote better work-life balance. This shift would allow firefighters to spend more quality time with their families and improve overall morale and job satisfaction, factors that are crucial in maintaining a strong and resilient team.

I recognize the challenges involved in making operational changes, but I firmly believe that prioritizing firefighter wellness through a 24/72 schedule is an investment in the longevity, performance, and safety of your department and community.

Thank you for your continued service and commitment to public safety. I deeply appreciate all that the Kissimmee Fire Department does for our community.

Best regards,

Samantha Pixton

Tameara Crespo

From: Patrick Hinton <patrick.hinton@globegroup.estate>
Sent: Monday, June 2, 2025 3:20 PM
To: Fire Assessment
Subject: Thiara Estates LLC - Objection to Fire Assessment

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

Dear Sir/Madam,

We manage five properties on behalf of Thiara Estates LLC and the business owner Gurmail Thiara would like to object to the proposed Fire Assessment that is due to be discussed tomorrow. The objection is in relation to the below properties owned by Thiara Estates LLC.

18-25-29-2276-0001-1426 – 2216 Grand Cayman Ct #1426
18-25-29-1041-0035-2040 – 3842 Bay Club Cir #204
17-25-29-1201-0001-002C – 3116 Windover Ave #2C
18-25-29-2276-0001-0934 – 2208 Antigua Pl #934

We wish to object to the proposed Fire Assessment due to the size of the increase which we believe is too high (the proposed assessment works out to approximately 10% of the 2024 property tax bill for the above properties). We also believe any necessary increases would be better to be funded through the normal budget, instead of a special assessment.

Kind regards,

Patrick Hinton
(on behalf of Thiara Estates LLC)

GLOBE GROUP

Patrick Hinton
Globe Group
P: 01922 270 575
E: patrick.hinton@globegroup.estate | **W:** www.globegroup.estate
A: Globe House, 3 Bradford Place, Walsall, WS1 1PL

This message contains confidential information and is intended only for the intended recipients. If you are not an intended recipient you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification is required please request a hard-copy version.

Tameara Crespo

From: Emily Lewis <elewis391023@gmail.com>
Sent: Monday, June 2, 2025 3:21 PM
To: Fire Assessment
Subject: In support of fire fees.

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

Hello City of Kissimmee,

I am appreciative of our city commissioners' leadership to support fire and public safety services. The innovation of this open support will set Kissimmee up for success and sustainability for the future.

I am in full support of the fire fees being implemented in the City of Kissimmee. This would greatly benefit the city in multiple ways as listed below.

This support for the fire department will change the safety of shift work for firefighters and improve their health, wellbeing, and safety; as shown in the fire study presented earlier this year by the Fire Chief.

The department would avoid constant overtime pay from short staffing. The implementation of 24/72 is becoming the new gold standard of the fire service. With Kissimmee being one of the first to go into effect, this would show an influx of interest from new firefighters joining the department. Thus, resolving the short staffing issue and ultimately the cost of overtime.

This also resolves labor disputes that's been ongoing. Currently, according to the Kissimmee Fire Department 2023 Annual Fire Report - the most current report on kissimmee.gov, the fire department responded to 14,551 emergency calls and saved a total of $19,870,800 in property. The fire department on a day to day basis has a minimum of 30 individuals working in operations and responding to these emergency calls.

I could go on about many more reasons why fire fees would greatly benefit the City of Kissimmee and its fire department. I'd like to reiterate that I'm in full support of fire fees to support Kissimmee Fire Department and their endless dedication and selfless efforts to keep the citizens of Kissimmee safe. Please vote in favor of fire fees during the assessment on June 3rd to show that we also are in support of our firefighters and their dedication to public safety.

Respectfully,
Emily Lewis

Tameara Crespo

From: Logan Wade <loganw4834@gmail.com>
Sent: Monday, June 2, 2025 3:34 PM
To: Fire Assessment
Subject: In favor of the fire fees

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

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Sincerely,
Logan Wade

Tameara Crespo

From: Riley Lewis <RMLewis022@hotmail.com>
Sent: Monday, June 2, 2025 3:43 PM
To: Fire Assessment
Subject: Rights

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

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Tameara Crespo

From: Carey Lewis <cjlewis022@gmail.com>
Sent: Monday, June 2, 2025 3:46 PM
To: Fire Assessment
Subject: Support of 24/72 for Fire Department

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

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Tameara Crespo

From: Cathy Cobia <rcweldinginc@aol.com>
Sent: Monday, June 2, 2025 3:48 PM
To: Fire Assessment
Subject: To Support 24/72 approval

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Sent from my iPad

Tameara Crespo

From: Donna Walker <djwalker9056@gmail.com>
Sent: Monday, June 2, 2025 3:51 PM
To: Fire Assessment

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

As a frequent visitor to the beautiful City of Kissimmee and the wife of a firefighter, I am writing to express my strong support for the proposed **Fire Fee** and the vital improvements it will bring to the city's fire and EMS services.

Like every resident and visitor, I hope to never require emergency assistance—but should the need arise, I fully expect, as do others, a **high-quality, rapid, and professional response**. This Fire Fee will ensure that the men and women who put their lives on the line for this community have the resources and staffing necessary to provide that level of service.

In addition to improving service levels, this Fire Fee will help implement the **24/72 work schedule**—a schedule that the **Florida Senate recently recognized as a healthier and safer standard** for our firefighters. The City of Kissimmee has the opportunity to be **a leader in this important movement**, standing out as a forward-thinking city that values both public safety and the health of its first responders.

The benefits of this schedule extend far beyond the firehouse. The improved work-life balance will lead to **stronger families, healthier firefighters, and greater retention of skilled personnel**. As the spouse of a firefighter, I can personally attest to how impactful these improvements would be for our home life. Stability at home translates directly to better performance and well-being on the job—something the Realtor Association has shown no interest in acknowledging or supporting.

I urge you to do what is right for the city, its residents, visitors, and the brave men and women of the Kissimmee Fire Department. Please vote in support of the Fire Fee and help lead the way in creating a safer, stronger community.

Sincerely,
Donna Jo Sprenger

Tameara Crespo

From: Neil McMillan <creek1452@gmail.com>
Sent: Monday, June 2, 2025 3:52 PM
To: Fire Assessment
Subject: In support of 24/72 fire department

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

Sent from my iPhone Hello City of Kissimmee,

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Tameara Crespo

From: Samantha Hand <samhand04@gmail.com>
Sent: Monday, June 2, 2025 4:50 PM
To: Fire Assessment
Subject: Fire Fee

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Good afternoon,
I wanted to reach out to advise that I am in support of the proposed 24/72 fire schedule. This will allow the city to employ additional firefighters, which in my opinion will benefit the city in the long run and keep the city safer. The mandatory OT will put residents at possible risk due to tired worn down firefighters. The additional fee is worth every penny if it allows the workers the needed time off to be well rested and 100% for each call.

Thank you,

Samantha Espinoza

Tameara Crespo

From: jlewis022@hotmail.com
Sent: Monday, June 2, 2025 5:47 PM
To: Fire Assessment
Subject: Support our Fire Department

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Tameara Crespo

From: Remi Schwartz <remischwartz1085@gmail.com>
Sent: Monday, June 2, 2025 6:32 PM
To: Fire Assessment
Subject: A Plea for Fairness and Respect for Our Firefighters 24 hour 72

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

Dear Residents and Community Members of Kissimmee,

My name is Remi Schwartz, and I am the proud fiancée of Firefighter Matthew Roberts. It is a true honor to stand by his side as he serves your community with unwavering dedication and courage.

Over the past year and a half, I have spent more than 5,000 hours alone—waiting, worrying, and hoping. That is the reality of being a firefighter's loved one. These brave men and women are often called in unexpectedly, asked to stay longer, and miss countless moments with their families—all in the name of protecting yours.

Most of us finish our 9-to-5 jobs and return home to the comfort of family. But our firefighters work grueling **24-hour shifts**, sometimes extending even longer due to emergency calls. They carry the weight of risking their lives every single time that alarm sounds. And when the shift ends, the impact doesn't. Their families—spouses, children, parents—feel the absence daily.

The proposed **24-72 schedule** is not a luxury—it is a necessity. It would give these men and women the critical rest they need to recover, reconnect with their loved ones, and return to duty clear-headed and ready to serve.

If your concern lies with a few hundred dollars, then ask yourself—what is the price of a life? What is the cost of your safety? Are you truly willing to undervalue the sacrifices made by those who rush into danger so you don't have to?

This is not just a scheduling change. This is about **respect, humanity, and gratitude**.

These firefighters show up for you every single day. Now it's time for you to show up for them. Let them know that their well-being, their families, and their service matter to the people they protect.

I urge you—look beyond the numbers. Look into the eyes of the firefighter who saved a child, who pulled someone from a burning building, who missed their daughter's birthday or their son's first steps to answer your call.

I ask you to support this change. Because when you're in crisis, they will be there. Let them know they can count on you, too.

Sincerely,
Remi Schwartz

Fiancée of Firefighter Matthew Roberts

Tameara Crespo

From: Madeline Guzman <madelinegguzman@gmail.com>
Sent: Monday, June 2, 2025 7:22 PM
To: Fire Assessment
Subject: In Support of the Fire Assessment Fee

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

Dear Commissioners,

I'm writing to voice my support for the proposed fire assessment fee for the City of Kissimmee.

The fire department provides an essential service to this community, and as the city continues to grow, it's more important than ever that they have the funding they need to keep up. From emergency response to fire prevention and public safety outreach, the work they do affects all of us.

A dedicated fee seems like a fair and responsible way to make sure the department has the resources to maintain — and improve — the high level of service we rely on. I believe this investment will pay off in the long run by keeping our neighborhoods safer and better prepared.

Thank you for considering this. I appreciate the work you do on behalf of the city!

Sincerely,
Madeline Guzman

Tameara Crespo

From: ROBERT CREAGER <bcresect8@aol.com>
Sent: Monday, June 2, 2025 7:56 PM
To: Fire Assessment
Subject: Fire Assessment

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Please support the fire assessment for the fire department.
Sent from my iPhone

Tameara Crespo

From: Robert Cobia <rcobia23@gmail.com>
Sent: Monday, June 2, 2025 8:31 PM
To: Fire Assessment
Subject: Implementation of 24/72

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Hello City of Kissimmee,

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Thanks
Rob Cobia

Tameara Crespo

From: David D'Eramo <djderamo@gmail.com>
Sent: Monday, June 2, 2025 8:31 PM
To: Fire Assessment
Subject: Support

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

My name is David D'Eramo, and I was a lucky enough and blessed to serve 10 amazing years with the city of Kissimmee fire dept before retiring early. I proudly held the position of Engineer for 7 years and was blessed with the opportunity to drive one of the best Lieutenants (Lt. Jeff Booher) on Tower 11.

A 24/72 work schedule would have made a DRASTIC, even LIFE ALTERING difference in my decision to retire early to seek other opportunities vs stay. I was very proud of my job, position, crew, and dept. That being said, I battle(d) with some PTSD, sleep deprivation, and other lifelong effects. I truly believe that a 24/72 schedule is going to revolutionize the fire service as I believe the 24/48 schedule was created for a very different, lower demand/call volume day and age. I think this added day of rest is incredibly needed for today's fire service personnel. And aside from that, it will be incredibly beneficial to the dept and city for retention and recruitment. If the city can get ahead of this new curve, it will pay dividends in hiring and retaining. However, if the city sits and waits, they will lose the opportunity to the surrounding depts and it will be too late.

I urge the city of Kissimmee to ACT NOW.

Sent from my iPhone

Tameara Crespo

From: Martin Concepcion <mc3310@gmail.com>
Sent: Monday, June 2, 2025 8:39 PM
To: Fire Assessment
Subject: proposed non-ad valorem assessment for the Fire Service

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Dear City Council Members and Esteemed Community Leaders,

As the Pastor of our cherished church community, I stand before you with a heart full of respect and a commitment to collaboration. I want to urgently address the proposed non-ad valorem assessment for the Fire Service—a matter that profoundly impacts the lives of those we serve.

We recognize and appreciate the vital role that fire services play in safeguarding our community. Yet, this proposed special assessment feels like double taxation to many of our members, who already contribute to these services through their property taxes. The financial burden is particularly heavy for over 80% of our congregation, who are seniors living on fixed incomes. Their ability to meet this additional expense is limited, and their quality of life is at stake, which could lead to a significant decline in our community's well-being.

Our church, like many others, is a beacon of hope and support. We provide essential services to those in need, from food distribution to community outreach. These efforts are already stretched thin as we navigate a budget that has been tightened due to unmet goals from the previous year. The proposed assessment would further strain our resources, potentially leading to a reduction in the services we can offer.

Moreover, we see a promising future with the developments rising on both sides of our church. These projects, which include are expected to generate substantial revenue for the city. This revenue could be allocated to support our essential fire services without imposing further financial strain on our residents.

On behalf of the church members, I humbly propose that the city consider exemptions or reductions for non-profit organizations. Such measures would greatly alleviate the financial burden on those who are most vulnerable.

We are eager and committed to work hand-in-hand with the city to explore alternative funding solutions that honor both community needs and city requirements. Together, let’s create a path forward that is fair, sustainable, and inclusive.

Finally, I invite my fellow community members to join us in this dialogue. Your voices, your stories, and your presence are powerful. Let’s stand united in our commitment to a brighter, more equitable future for all.
Thank you for your time, your understanding, and your dedication to our community.

With hope and determination,

Dr. Martin Concepcion, DMin.
Pastor
El Buen Vecino Presbyterian Church
Kissimmee, FL

Tameara Crespo

From: Hector Acosta <hectoracostasellsrealestate@gmail.com>
Sent: Monday, June 2, 2025 8:41 PM
To: Fire Assessment
Cc: Martin Concepcion
Subject: El Buen Vecino Church, Tax Parcel ID: 08-25-30-00U0-0080-0000

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Dear City Council Members and Esteemed Community Leaders,

I am an Elder of our cherished church community, El Buen Vecino. I am writing with a heart full of respect and a commitment to collaboration. I want to urgently address the proposed non-ad valorem assessment for the Fire Service—a matter that profoundly impacts the lives of those we serve.

We recognize and appreciate the vital role that fire services play in safeguarding our community. Yet, this proposed special assessment feels like double taxation to many of our members, who already contribute to these services through their property taxes. The financial burden is hefty for over 80% of our congregation, who are seniors living on fixed incomes. Their ability to meet this additional expense is limited, and their quality of life is at stake, which could lead to a significant decline in our community's well-being.

Our church, like many others, is a beacon of hope and support. We provide essential services to those in need, from food distribution to community outreach. These efforts are already stretched thin as we navigate a budget that has been tightened due to unmet goals from the previous year. The proposed assessment would further strain our resources, potentially leading to a reduction in the services we can offer.

Moreover, we see a promising future with the developments rising on both sides of our church. These projects are expected to generate substantial revenue for the city. This revenue could be allocated to support our essential fire services without imposing further financial strain on our residents.

On behalf of the church members, I humbly propose that the city consider exemptions or reductions for non-profit organizations. Such measures would greatly alleviate the financial burden on those who are most vulnerable.

We are eager and committed to work hand-in-hand with the city to explore alternative funding solutions that honor both community needs and city requirements. Together, let's create a path forward that is fair, sustainable, and inclusive.

Finally, I invite my fellow community members to join us in this dialogue. Your voices, your stories, and your presence are powerful. Let's stand united in our commitment to a brighter, more equitable future for all.
Thank you for your time, your understanding, and your dedication to our community.

With hope and determination,

Hector Acosta, P.A., REALTOR®
Coldwell Banker Realty
ABR®, SRS, PSA, SRES®, CDPE, SFR®,
MVHC, MRP, CMHS, e-PRO®, CREN,
NHCB, AHWD®, RESE,CIPS®, C2EX
(407) 709-4961
email: hectoracostasellsrealestate@gmail.com
email: hector.acosta@cbrealty.com
Website: https://hectoracostahomes.com/

Website: https://www.hectorfloridahomes.com/
New Homes: https://www.showingnew.com/hectoracosta
Personal Mobile App: mls-client.com/6F255C23

Tameara Crespo

From: Maria C <bygelis@gmail.com>
Sent: Monday, June 2, 2025 9:34 PM
To: Fire Assessment
Subject: Non ad valorem fire service

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Hello,
I have been a homeowner for about 10 yrs in Osceola county. I am retired and my income is extremely limited. I don't think that I can pay any more increases on my taxes. Why not let us get rid of property taxes and bill us just for non-ad valorem taxes.There is something that needs to be done and increasing this fee only makes it impossible for low income people like myself to continue being a homeowner.

Tameara Crespo

From: Marie Palmeiro <mpalmeiro2002@yahoo.com>
Sent: Monday, June 2, 2025 9:35 PM
To: Fire Assessment
Subject: D21410

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To whom it may concern:
Hi Maria Palmeiro owner at 2216 Grand Cayman Court unit 1427 would like to appeal non-ad valorem assessment.
At this time, I feel that this assessment is not necessary. We have a great deal of high cost in our community. HOA's are very high property tax are very high that we pay to the city of Kissimmee and assessments for the community. We have assessments this year in very high as well D repairs to maintain the condominiums in good condition.
I am not in favor of this new assessment.
Thank you
Sincerely,
Maria J Palmeiro
Sent from my iPhone

Tameara Crespo

From: geoff bichler <geoffbichler@yahoo.com>
Sent: Monday, June 2, 2025 9:58 PM
To: Fire Assessment
Subject: Full support for fire assessment

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Although I do not live in the City of Kissimmee I am very much in support of the proposed fire assessment. I have many friends who are firefighters in Kissimmee and I know that the assessment will do a great deal to improve the lives of both the firefighters and the community they serve. This measure should pass.
Sent from my iPhone

Tameara Crespo

From: Kelly Love <kellycking24@gmail.com>
Sent: Monday, June 2, 2025 10:10 PM
To: Fire Assessment
Subject: Fire assessment fee

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Dear Commissioners,

I hope this message finds you well. I am writing to express my strong support for the proposed fire assessment fee currently under consideration by the City Commission.

Our fire department plays a vital role in protecting lives, property, and the overall well-being of our community. In order to maintain high-quality emergency services, firefighter health, up-to-date equipment, and adequate staffing levels, it is essential that the department has a reliable and sustainable source of funding. The fire assessment fee is a practical step toward ensuring that these life-saving services are properly supported.

This fee represents an investment in our community's safety and preparedness. I find this fee spreads out the fees to everyone making it fair for all.

I urge you and your fellow commissioners to approve the fire assessment fee and prioritize the long-term safety and resilience of our city.

Thank you for your service and your consideration of this important matter.

Sincerely,

Kelly Love

Tameara Crespo

From: Bo Love <bolove05@gmail.com>
Sent: Monday, June 2, 2025 10:17 PM
To: Fire Assessment
Subject: Support for fire assessment fee

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Dear Commissioners,

I am writing to express my support for the proposed fire assessment fee being considered by the City Commission.

Our fire department is a critical part of keeping our community safe. From emergency response to fire prevention and disaster preparedness, the department needs adequate funding to maintain high standards of service. The fire assessment fee would provide a stable source of funding to help ensure the department has the staffing, health, equipment, and resources it needs to respond effectively when emergencies happen.

I believe this fee is a responsible and necessary step to protect residents, businesses, and property throughout our city. Public safety should always be a top priority, and this fee reflects that commitment.

Thank you for your leadership and for considering this important measure.

Sincerely,

Bo Love

Tameara Crespo

From: MM <floridaprofile1@gmail.com>
Sent: Tuesday, June 3, 2025 9:13 AM
To: Fire Assessment
Subject: Fire assessment input from a home owner.

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Home owners are taxed enough already. This financial burden should be spread across those who are responsible for the need for more emergency response. There are many more car accidents than house fires. The vast majority of emergency calls are to respond to traffic accidents, not house incidents. This financial burden should be paid for by insurance companies, bad drivers and vehicle fees, not home owners who have worked their entire life to have the dream of owning a home just to be threatened with having your home taken away from you if you do not pay this new tax.

The city should be very careful biting the hand that feeds you. Republicans in Tallahassee are already introducing proposals to end property taxes in Florida and actions like the city is doing will make more and more people support the efforts to end property taxes. I for one will be fully supporting the Republicans in their path to end property taxes in Florida.

The city of Kissimmee is showing their true colors and the city commission is showing that they do not value home owners for anything other than a money grab. This assessment is a mistake and should not be paid for by Home Owners! Drivers who are crowded the roads of Kissimmee and making conditions more and more unsafe should be paying this financial burden, not home owners who have struggled to pay the ever increasing taxes. We are taxed enough already and I cannot wait for Republicans to end property taxes in Florida.

Tameara Crespo

From: L G <lindsay.goodin@gmail.com>
Sent: Tuesday, June 3, 2025 9:27 AM
To: Fire Assessment
Subject: Formal Objection to Proposed Fire Service Non-Ad Valorem Assessment

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Dear City of Kissimmee Officials,

I am writing as the property owner of 635 Eagle Pointe S in Kissimmee to formally oppose the proposed Fire Service Non-Ad Valorem Assessment outlined in your recent notice dated May 13, 2025.

While I respect and value the essential services our fire department provides, I do not support this proposed assessment which would impose an additional $246.46 annually per parcel, plus added fees, on property owners like myself. For many residents already coping with increasing costs of living, this new financial obligation—outside of normal property taxation—feels excessive and poorly timed.

I understand that the City's goal is to support a transition to a 24/7 fire staffing model, including 49 new positions, and to reduce reliance on overtime labor. However, this assessment shifts the entire burden of those operational and capital improvements onto homeowners without adequately considering alternate revenue streams. While your notice claims the City will not increase ad valorem taxes this year, instituting a parallel, fixed "non-ad valorem" fee still results in the same outcome: higher costs for residents.

Furthermore, this assessment will be subject to indexing, which means that even if approved at the current rate, the cost can increase each year. This sets a precedent for long-term financial strain on homeowners with no guarantee of how funds will be managed or capped.

Instead of imposing additional fees, I strongly encourage the City Commission to consider alternative funding sources such as:

Reallocating current budget resources

Seeking federal or state grants for public safety initiatives

Implementing changes in staffing in phases to reduce the upfront financial impact

Exploring cost efficiencies in other departments before adding assessments

The City's own statements mention the possibility of using "several revenue sources," yet this proposal opts to bypass that approach by going directly to residents. I urge the Commission to reject this assessment and pursue a more balanced, inclusive plan that doesn't overburden property owners.

Please accept this letter as my formal objection to the proposed Fire Service Non-Ad Valorem Assessment for FY 2025–2026.

Sincerely,
Lindsay Goodin
635 Eagle Pointe S
Kissimmee, FL 34746

Tameara Crespo

From: Erica 🦋 <ericamontijo@icloud.com>
Sent: Tuesday, June 3, 2025 10:07 AM
To: Fire Assessment
Subject: Fire Fees Service assessment

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6/3/2025

Erica Morales
1454 Amanda Rd
Kissimmee,Fl 34744

To whom it may concern ,

First, I support your City Commission moving forward with the fire fees and your innovation on this fire service assessment. I support your leadership in staffing the fire department. You are innovators. I understand the Florida Legislature has passed a law and sent it to the Governor that 'encourages' exactly what you are doing tonight . Adopting a health and safety responsibility to change the shift work just like your Fire Chief and staff have studied and presented to you early this year.

The same Governor or Legislature will adopt policies to not revenue-share or not to provide grants to fire departments unless they adopt and fund the exact shift work change you are addressing tonight. That's how they implement policy. The LEGISLATURE did not MANDATE the health and safety shift work change, because, by their own rules they would have had to calculate the fiscal impact statewide. The legislation cleverly said it had no fiscal impact. I also see that the fire assessment is designed to address a problem or burden of paying for staffing associated with the fire department. It does that in a way that does several smart things: It serves to avoid expensive and constant overtime pay and from being short staffed. Institutionally improves finding and employing staff — that I'll bet is hard to find. Resolves a labor dispute that's been going on for a while so the City is more ready and always available to serve the properties and folks in our City.

Thank you for your time and consideration towards the EMS workers,

Erica Morales

Tameara Crespo

From: Christian Rivera <crm012594@gmail.com>
Sent: Tuesday, June 3, 2025 10:35 AM
To: Fire Assessment
Subject: Christian Rivera 2655 Ames Haven Rd Kissimmee, Fl 34744

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To whom it may concern ,

I support your City Commission moving forward with the fire fees and your innovation on this fire service assessment. I support your leadership in staffing the fire department. Adopting a health and safety responsibility to change the shift work just like your Fire Chief and staff have studied and presented to you early this year. The fire assessment is designed to address a problem or burden of paying for staffing associated with the fire department. It serves to avoid expensive and constant overtime pay and from being short staffed. Institutionally improves finding and employing staff. Resolves a labor dispute that's been going on for a while and,
It reinforces the entire fire department force, so the City is more ready and always
available to serve the properties and folks in our City.

Thank you for listening and taking this into consideration towards this matter,

Christian Rivera

Tameara Crespo

From: janelly canales <janellycanales18@gmail.com>
Sent: Tuesday, June 3, 2025 10:39 AM
To: Fire Assessment
Subject: Janelly canales 2655 Ames Haven Rd kissimmee FL 34744

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My name is: Janelly Canales
I live at: 2655 Ames Haven Rd
Kissimmee, Fl 34744

To whom it may concern,

I read the Dr. Beitsch's report on the City's website. He breaks down what you're doing by cutting up a part of your annual Kissimmee fire department budget, and sharing it among the properties in this Town. I see that as fair; and it's laid out in a reasoned manner. I support your City Commission moving forward with the fire fees .
It's pretty clear all properties in the City will benefit from assured and better availability of fire service protection. 24/7, 365 days a year.
I, also see that the fire assessment is designed to address a problem or burden of paying for staffing associated with the fire department. It does that in a way that does several smart things:

1. Serves to avoid expensive and constant overtime pay and from being short staffed.
2. Institutionally improves finding and employing staff — that I'll bet is hard to find.
3. Resolves a labor dispute that's been going on for a while... and,
4. It strengthen the entire fire department force, so the City is more ready and always available to serve the properties and folks in our City.

Thank you for listening and taking this into consideration towards this matter,
Janelly Canales

--

Janelly Canales
Phone : (407)-861-7699
Email: janellycanales18@gmail.com

Tameara Crespo

From: Wilma Cruz <wilmacrux1992@gmail.com>
Sent: Tuesday, June 3, 2025 10:44 AM
To: Fire Assessment
Subject: Fire fee service assessment

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Name: Wilmarie Cruz
Address : 1912 Maury Rd, St Cloud, FL 34771

To whom it may concern ,

I support your City Commission moving forward with the fire fees and your innovation on this fire service assessment. I support your leadership in staffing the fire department. Adopting a health and safety responsibility to change the shift work just like your Fire Chief and staff have studied and presented to you early this year. The fire assessment is designed to address a problem or burden of paying for staffing associated with the fire department. It serves to avoid expensive and constant overtime pay and from being short staffed. Institutionally improves finding and employing staff. Resolves a labor dispute that's been going on for a while and,
It reinforces the entire fire department force, so the City is more ready and always
available to serve the properties and folks in our City.

Thank you for listening and taking this into consideration towards this matter,

Wilmarie Cruz

Tameara Crespo

From: Liana Fuentes <ellebanailf@gmail.com>
Sent: Tuesday, June 3, 2025 11:57 AM
To: Fire Assessment
Subject: Fire fee service assessment

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Name: Liana Fuentes
Address : 13140 San Diego Woods Ln, Orlando, FL 32824

To whom it may concern ,

I support your City Commission moving forward with the fire fees and your innovation on this fire service assessment. I support your leadership in staffing the fire department. Adopting a health and safety responsibility to change the shift work just like your Fire Chief and staff have studied and presented to you early this year. The fire assessment is designed to address a problem or burden of paying for staffing associated with the fire department. It serves to avoid expensive and constant overtime pay and from being short staffed. Institutionally improves finding and employing staff. Resolves a labor dispute that's been going on for a while and,
It reinforces the entire fire department force, so the City is more ready and always
available to serve the properties and folks in our City.

Thank you for listening and taking this into consideration towards this matter,

- LF

June 2, 2025

fireassessment@kissimmee.gov RE: 4125 5th Street Tax Parcel ID
19-25-29-1024-0001-0010

Received your Notice of Hearing to Impose and Provide For Collection of Annual Fire Service Non-Ad Valorem Assessments yeasterday!!! June 1, 2025

I purchased that property in 1979 and have been paying THOUSANDS OF dOLLARS IN tAXES

since then. 2024 Taxes I paid $1,311.50 PER ACRE!!!!

The Property is mainly LAND, with a METAL Warehouse, a CONCRETE Bathroom Building and about 6 Acres of paved parking. Not much to burn or to cause a fire hazard. In all the years of owning it I have never called for fire trucks.

I also pay sales tax on the little I get from the rental of the warehouse.

Someone once said we are just "Free Roaming Slaves!" I agree. Especially if you impose yet more taxes on my property. Certainly there are other ways you can get more $$$. Like Disney or other Mega Rich Corporations.

Thank you for your consideration,

Overtaxed Already,

LeaSlafter 1820 NE Jensen Bch Blvd # 620 Jensen Beach Florida 34957



Tameara Crespo

From: hunterlts@cfl.rr.com
Sent: Tuesday, June 3, 2025 1:06 PM
To: Fire Assessment
Cc: James Walls
Subject: Fire Assessment Proposal

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As a retired firefighter with Kissimmee Fire Department, I can't stress enough about the importance of passing the proposal for the 24/72 hour work schedule. The crews are very busy and run ragged. Even with six rescues, there are numerous times that KFD has had to call for aid from Orange County Fire, Osceola County Fire, and St. Cloud Fire. For far too long Kissimmee has been a training ground for other department. People stay for a few years and then move on to other agencies. This costs time and money to the city. Approval would be a huge morale boost. I urge the city commission to approve the proposal.

Best Regards,

Duane A. Hunter
Battalion Chief (retired)

Tameara Crespo

From: Patricia Torres <patriciat0630@gmail.com>
Sent: Tuesday, June 3, 2025 1:04 PM
To: Fire Assessment
Subject: Proposed Fire Assessment Fee

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To whom it may concern,

I am the proud wife of Firefighter Lopez. I write this email to show support for the proposed fire assessment fee. Having 24/72 will have my husband home more often with his family. This will also lead to more time to rest after some hard shifts as well as less stress. This can be beneficial in ways like less risk for heart attacks, diseases, anxiety and so many more things that come with such a heavy career. With this new shift there are more possibilities for our firefighters to develop themselves as human beings. I am, our daughter, our family is in complete support of this fire assessment.

Best regards,

Patricia Lopez

Tameara Crespo

From: daiwood@aol.com
Sent: Tuesday, June 3, 2025 2:14 PM
To: Fire Assessment
Subject: Tax Parcel ID 15-25-29-1545-0001-0021. 1570 Kelley Ave.

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I strongly object to the proposed imposition of an annual non-ad valorem Fire Service Assessment.

We are a very small business and struggle to pay property Taxes, so adding the above will not help my business at all. Small Businesses cannot afford extra Taxes, it is difficult enough trying to keep the doors open as it is and pay Employees.
This could result in closing the business and the loss of six Employees.

Thank you,

David Wood

Tameara Crespo

From: Alura Touey <aluratouey@gmail.com>
Sent: Tuesday, June 3, 2025 2:59 PM
To: Fire Assessment
Subject: Fire assessment fee

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Hi,

My name is Alura and I am the friend of Firefighter Ryan Schaeffer. 24/72 is the ONLY option for the future of the fire department, and if you think it isn't, you're wrong.

Having an additional day off would not only allow them to be more productive members of society, but it would also allow them to come to work fresh, and well rested for the shift ahead. Would you want a tired firefighter saving your life? Didn't think so.

Approving this fire fee would in turn give the citizens of Kissimmee the security of knowing that their tax dollars are being put to good use, and they will be safe when 911 is called.

Thank you for your time!

Best,
Alura

Sent from my iPhone

Tameara Crespo

From: Mari Aguilar <mari@olsenlawgroup.com>
Sent: Tuesday, June 3, 2025 4:35 PM
To: Fire Assessment
Subject: Tonight's Vote PLEASE READ

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Good afternoon,

My name is Maria Aguilar; my fiancé is a firefighter paramedic with Kissimmee Fire Department. He has been with the department for going on 7 years and is a third generation Kissimmee Fire Fighter.

To state that moving to 24/72-hour shifts is life changing would be an understatement. As fire wives, we marry into this world knowing well that for a third of the time if not more we will be doing it alone. My husband will miss birthdays, anniversaries, soccer games, performances, and other events that people who work 9-5s have the joy to indulge in. Our son is just two and he already knows what it's like to spend Christmas at the fire station. While most spouses have their significant others home every night, we go 24-48 hours at a time not knowing how they are or what kind of calls they respond to. Firefighters are one of the highest risk positions, they face horrors every single day that the average citizen could never fathom. They never hesitate to act when they are called upon. On your worst day, they are the faces there to try to help. They run into burning buildings they do CPR on your loved ones on Christmas morning; they are the ones who hold your hand when your world is falling apart. They do this for 24 hours and get to come home for 48 just to turn around and do it again. Currently the average work week for them is an average of 56 hours a week. Significantly more then the average American. Moving to a 24 on 72 off changes his average work week to a 42-hour week which is far more realistic for work life balance.

Another firefighter with Kissimmee that I consider a good friend, Ms. Taylor Bruno is another amazing example of why this is not a want but a necessity. She is an amazing firefighter, incredible paramedic, and a mother of two young babies under the age of 3. Her husband is also a firefighter at another department. She is away from those babies for a day sometimes two at a time. Every time I go to the station, she has been pumping for the last two years so not only is she serving the community in an irreplaceable capacity, but she is also still fulfilling her obligations as a mother. These city employees are not just fire fighters they are parents, they are spouses, they are children caring for their own aging parents.

The benefits for these brave men and women are immeasurable for their physical health, their mental health, and their home lives. Having that extra day will give these everyday heroes the chance to recover from their previous shift because let me tell you, the nights that he runs all night he comes home and has to sleep the whole day. He loses those next 24 hours and then only has 24 more hours to bond with his two-year-old, spend time with his family, continue his education and prepare to do it all over again. The other key piece to this is the exposure. Fire fighters are at a significantly higher risk to chemicals, smoke, injuries, and other health issues that will carry on with them far after they are retired. Having that extra time to let their bodies recover and heal is crucial to keep them in good health and be able to continue their work.

It is an honor to watch my fiancé serve a job he loves so much but today I ask you as parents, spouses and citizens of this amazing city to please consider the personal impact this would have on each of their families as you all make a decision to implement this amazing change and nurture the young children and citizens of Kissimmee. Bring these parents home so they can live healthier and happier lives while serving the thankless job they love so much.

Mari Aguilar

407-201-0794

COMMUNITY SOLUTIONS GROUP

Planning | Urban Design
Landscape Architecture
Economics | Real Estate

May 14, 2025

GAI Project R250026.00

Honorable Mayor Jackie Espinosa and
City Commission, City of Kissimmee, Florida
101 Church Street
Kissimmee, Florida 34741

Final Report, Simplified Fire Protection Assessment Apportionment Strategy
City of Kissimmee, Florida

Dear Mayor, City Commission, and others:

This letter summarizes our analysis of fire budget data and related information prepared by the City of Kissimmee ("City") and its prospective allocation to various accounts or activities, providing a basis for a simplified method of apportioning costs to various properties benefitting from the constant provision and maintenance of fire protection and associated services. The work results from selection in February and direction to proceed under City RFP-2025-002 ("RFP") after an interaction and advisory period with City officials. The document includes levels of prospective funding based on the data considered and the City Commission's direction.

This report provides the City and staff with a detailed and transparent basis to form and develop a special assessment approach. Further, it offers guidance for assessing any assessable tax parcels, developed or undeveloped, in the entire community.

INTRODUCTION AND PURPOSE

The City, located in Osceola County, has expressed an interest in exploring and better understanding a reasoned special assessment methodology to fund a portion of the annual operating and capital costs associated with maintaining the Kissimmee Fire Department ("KFD", or as the context may require, "Department"). Special assessments are levies made against certain real property to recover all, or part of the cost of a specific service or capital improvement deemed to benefit those real properties. These assessments may be collected either through the City's direct billing of affected property owners or by inclusion on the annual property tax bill, a procedure known as the uniform collection method.

The City has directed and has approved GAI Consultants ("GAI") to describe and analyze those special benefits associated with the provision of fire protection services and facilities to each of the various tax parcels of property in the City using the simplified approach described herein.[1] This work represents a reasoned

[1] The use of the maintained database of tax parcels employed by the local property appraiser and tax collector, once certified to the state each year, is a relatively accurate, fair, and efficient means to annually allocate or distribute costs. For apportioning benefits and allocating costs to property as discussed herein, the use of tax parcels is reasonable, fair, effective, and efficient for all tax parcels, including statutorily defined parcels such as multiple-building parcels and individual condominium or

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

T 407.423.8398
gaiconsultants.com

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alternative and equity tool for allocating and sharing all or some portion of benefits, burdens, and the budgeted annual costs associated with the availability of essential services and facilities. The described work and effort applies the concept of Simplified Fire™ to the specific and particular financial circumstances of the City of Kissimmee and its budget data.

This letter is provided for expedited planning and decision-making purposes although it also forms the foundation for implementation should the City determine to proceed with imposition of this methodology. Included is a summary of Florida law governing special assessments, a description of the special benefits conveyed by the budgeted availability of fire protection services and facilities, and a reasoned apportionment methodology reflecting two distinct tiers or classes of assessment allocations.

- **Tier 1:** A sharing of benefits, burdens and costs for fire protection services and facilities based upon the relative value of improvements for each tax parcel in the City as compared to the similar value of improvements for all tax parcels in the City.
- **Tier 2:** A sharing of benefits, burdens, and costs for fire protection services and facilities on a per parcel [2] apportionment.

The tiers and approach used are both premised upon maintaining a continual state of preparedness and readiness to serve whether or not KFD ever receives a request for actual assistance.[3]

The two discrete tiers identified above are used to digest the estimated budget after a deliberate reduction for potential advanced life support costs ("ALS"), parsing these costs from the budget to avoid any misunderstanding that emergency medical services are being funded with the resulting special

---

cooperative units. Updating the annual assessment roll during the Summer each year to account for new tax parcels (cuts, splits, subdivision, etc.) is manageable. However, using all kinds of Property Appraiser data or data points which are "in process" is risky (e.g. that the Property Appraiser will change these electronically malleable computerized files in due course for that office's purposes each year on some or all parcels before the non-ad for assessment certification occurs in September, or afterwards before the property tax roll must be delivered to the tax collector in October). This vulnerability is why the Simplified Fire™ approach relies on the most recent data required by law to be certified to the Florida Department of Revenue (and updates accordingly year over year). Florida case law supports this cautious common-sense approach.

[2] In most communities, the use of the tax parcel which is evidenced on the real property ad valorem tax assessment roll and database and reflected by a distinct property identification number is sufficient. However, in some communities, it may be preferable to identify individual parcels within a tax parcel. Either approach is sufficient. We believe use of the tax parcel is the better alternative for the City as your community does not appear to have a significant presence of platted subdivision lots that await development, and accordingly, the terms "parcel" and "tax parcel" are used interchangeably throughout this report.

[3] Although either of these two tiers might be used by itself to address a significant portion of the budget for special assessment apportionment purposes, the two together provide a simplified and more comprehensive equity tool for the City to share assessable benefits, burdens and costs among assessable tax parcels in the City. The combination of these two tiers offers a sturdy policy tool that necessarily creates a higher level of equity and simplicity.

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assessments.[4] Potential funding levels and related examples illustrate the application of, and the flexibility offered by, the two-tiered apportionment methodology.[5] In terms of any budget or examples, observe a cautionary note. Within various regions throughout Florida, GAI has worked with other local governments for several years providing both initial and annual assistance in setting their respective fire service assessments. The rates in each of these local governments differ, not because one jurisdiction charges more or less using the same simplified method discussed here, but rather each local government has a differing [1] number and mix of parcels, [2] improvements thereon, [3] levels of service, [4] budgets, including sources and uses of revenue, [5] general funding availability, and [5] other circumstances. Thus, as each community is unique, its rates and approach for using each of the two tiers will also be unique.

Factually, the key to these efforts is that the Simplified Fire™ or Simplified Approach™ is a lawful revenue exaction designed to be a *special assessment* and capable of being collected as a non-ad valorem assessment on the same annual bill as for property taxes in the context of Florida law, and has been structured to be *neither* an *invalid tax* nor a *utility rate charge* nor *fee*.

SPECIAL ASSESSMENTS IN GENERAL, FLORIDA LAW

Special assessments are a dedicated revenue source available to general purpose local governments like the City to fund capital improvements or essential services. While this discussion of the law governing special assessments should not be construed as a legal opinion, there are legal guidelines to draw upon in laying out an assessment methodology which conforms to accepted principles and practices necessary to achieve legal validity. As established by Florida case law, two requirements exist for the imposition of a valid special assessment:

- The property assessed must derive a special benefit from the improvement or service provided; and
- The assessment must be fairly and reasonably apportioned among the properties receiving the special benefit.

Under both Florida's case law and certain statutory components, it is well settled that the benefit required for a valid special assessment may be measured or benchmarked against something other than simply an increase in the market value of real property. The concept of benefit also includes the relief of a burden or demand created by property as well as added use and enjoyment of the real property. The benefits then can be conceptual. However, they must be capable of being evaluated by some metric and being apportioned in some reasonable manner. It is not necessary that the benefits be direct or immediate, but they must be substantial, certain, and capable of being realized within a reasonable time. The benefits must be distinguishable or different from those of non-assessed properties, but they may coincidentally extend to non-assessed properties.

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[4] *See* Addressing and Removing the Cost of EMS from the Budget Template on page 17.

[5] *See* Appendix B.

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Specifically, Florida's case law, as well as its statutory regime relating to special assessments, supports substantial latitude both in the means by which benefit to, or relief of burden created by, real property is identified and determined and the subsequent manner by which an assessment itself is calculated or apportioned. Though Florida law requires that special assessments funding improvements or services must be fairly and reasonably apportioned, the State's Supreme Court has held the method of apportionment is immaterial and may vary provided the amount of the assessment for each property *does not exceed the proportional benefits it receives compared to other properties*.

In Florida law, the lack of such proportionality may expose a special assessment to be nullified as an invalid tax. Should the specific *means*, by which the costs or charges to be assessed are deemed arbitrary, then by extension *any* sharing of those assessed costs would undermine proportionality because the underlying premise itself is materially flawed. In this context, an arbitrary charge is one *not reasonably tied* to the cost of a specific essential service or incurred expense. The frequently used allocations of demand for random emergency calls, sometimes known as the demand-based method, illustrates such a problem. This problem is compounded where the imposition takes on the characteristic of a fee[6].

A demand-based approach posits that incident calls are a proxy for *all fire service services and expense* incurred, then *allocating the complete budget to a very selected set* of structures or properties. The allocation is not consistent with the call data itself since incident or call data ignore a large portion of the fire budget which focuses on readiness and availability. In economic and practical terms, incident calls are only a marginal cost beyond the normal budget in total. Further, the demand-based approach is also a look backwards, often unrelated to future budgetary planning. The various components of a demand-based method rely upon an obvious series of suspect relationships and calculations which then yield an allocation system that is likely arbitrary and becoming scrutinized as fundamentally less defensible[7].

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[6] Fees for fire service are not authorized by the Legislature to be collected using Florida's uniform method of collection; and municipalities have learned fees for fire service extended by inclusion on a utility bill are highly questionable. Here is information presenting a recent example of a local government disaster that might have been avoided, or consequences substantially mitigated, with a better informed or a proactive alternative approach. See Murthy, Jennifer Hunt. "Ocala's fire fee strategies were flawed from inception to $80 million judgment: Eight years of closed-door deliberations between Ocala City Council members and their attorneys on this controversial episode are revealed." Ocala Gazette, Dec. 10, 2022, https://www.ocalagazette.com/ocalas-fire-fee-strategies-were-flawed-from-inception-to-80-million-judgment/ Accessed January 20, 2025. This is an example of a result of litigation where local government risk might have been avoided

[7] Four (4) recent circuit court cases reveal challenges to what appears to be a call or demand-based method with special assessment apportionment based upon historical emergency call information (possibly being copied, modified or replicated from elsewhere) and used by a local government for the first time for the fiscal year beginning October 1, 2024. All four cases were filed as the limitation to object to the special assessment was about to expire on August 22, 2024. These are not summary proceedings, but rather challenges in civil court that could go on for several years with appeal to the applicable District Court of Appeal and then to the Florida Supreme Court. See Case Nos. CA 2024-0404, CA 2024-405, CA 2024-406 and CA 2024-407, Fla. 5th Cir. Ct. (Sumter County). For example, if the antagonists were to effectively make a logical argument that using historical call response data to assign what are random emergency fire department calls to various types of property uses

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To the particulars of this letter, the Simplified Fire™ approach is premised on "forward looking" criteria reflected in the upcoming annual budget. As well, concomitantly the Simplified Fire™ approach necessarily addresses all of the "forward looking" criteria used by the Insurance Services Office, Inc. ("ISO"), now VERISK, to rate fire departments within this state because it analyses the *entirety* of the annual budget necessary to support constant availability and all other fire department costs.[8]

BENEFIT TO PROPERTY DESCRIBED

Under Florida law, fire protection activities indisputably create special benefits for real property. Although several of the many benefits realized may overlap, it is useful for informational and analytical purposes to articulate and describe them separately since they respond to or satisfy different expectations or needs and assume varying qualities.

For the purposes of this letter report, the reference to benefits specifically includes the annually occurring obligations of the City to underwrite and share the relief of a burden to continually stand in readiness created in the aggregate by the very existence of the various parcels within the City. In the aggregate and overall, the benefits described equal or exceed the costs of readiness to serve and could be rationally apportioned using either or both of the methodology tiers described herein.

The collective and relative benefits listed below are among those enjoyed by the various parcels in the incorporated area of Kissimmee through the availability of fire protection services and facilities budgeted for continual readiness to serve. These many benefits apply to improved and unimproved properties.

- *Assured Fire Protection On Call.* First and foremost, KFD has a force of approximately 143 personnel, including, the fire chief, deputy chiefs, battalion chiefs, numerous fire prevention trainers or specialists and firefighters. KFD firefighters primary responsibilities are to continually stand in readiness to secure individual properties in this community from the threat of fire and to render fire suppression services if required. These firefighters are the dedicated first responders

(commercial, industrial, residential, etc.) to determine and set annual special assessment rates (much like utility fees are set) to apportion a forward looking fire department budget – which is hardly (if at all) based substantially on the cost of the calls alone, but instead – on the entirety of the local government's annual fire department preparedness budget, the result could be exposure to the a court recognizing such a disparity *per se*. Accordingly, recognition of such a disparity presents the extraordinarily inconvenient prospect of a determination the entire fiscal year 2024-25 special assessment in Sumter County is facially arbitrary, and thus a legally invalid special assessment.

[8] The national means to rate fire departments for insurance purposes also uses forward looking criteria, focusing on capacity and capability. The following website authoritatively confirms the predominant function of fire and rescue departments is to be prepared and ready, to have the resources in place to respond, and actively function to avoid emergency calls by demonstrating community education and other prevention-related readiness. It does nominally call for participation in record keeping, but does not use record keeping to evaluate capacity or capability. See https://www.isomitigation.com/ppc/fsrs/items-considered-in-the-fsrs/ Accessed January 20, 2025.

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charged with continually being available to provide fire protection and associated basic medical aid.

- *Assured First Response Medical Aid On Call.* This should not be confused with broadly described Emergency Medical Services ("EMS") that are further discussed in this report. Among the responsibilities of the department and its staff is to stand in readiness to provide first response medical aid stemming from fire incidents or related emergency conditions to persons visiting, residing in, working in, occupying, or otherwise associated with the residential and non-residential properties in its service area. As with fire protection services that are always on call, the obvious special benefit to real property is assured life safety and health for residents, visitors, and employees of protected parcels, residences, businesses, and institutions within the City, which increases the use and enjoyment of the property.
- *Prevention and Education*. As noted by staffing emphasis, all personnel are not dedicated to suppression activities, certainly exclusively. A variety of inspection, training, and preventive activities are ongoing. Rather than deployment, these professionals engage in initiatives intended to deter fire conditions and their subsequent damage to property. These employees, reduce the risk of fire hazards or facilitate the administration of efficient fire protection services, thus providing benefit to property as those personnel directly involved in suppression activities.
- *Maintenance of Minimum Insurance Rating(s).* The Insurance Services Office, Inc. (ISO) sets minimum standards for fire and emergency response teams. These standards can be a positive or favorable determinant in actual insurance rates imposed by Florida's insurers for various classes of properties. A basic complement of coverage from the KFD is necessary to assure a minimum fire rating is achieved for actuarial purposes. There are distinct differences in insurance ratings for properties protected by trained full time personnel and those protected by voluntary staff with comparably less equipment and training. That such ratings and the cost of individual coverage for fire insurance vary by location and structural conditions is itself an indicator of the added value, or benefit, to property imparted by a well-staffed and easily deployed fire unit. While not guaranteed, properties protected by the availability of full-time departments with trained personnel, such as the community in this case, typically receive, or are more easily capable of receiving, more attractive insurance rates than those properties that are not so protected resulting in direct benefit to property. The availability of more attractive insurance rates positively impacts both already improved

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tax parcels as well as making unimproved tax parcels more attractive for development.

- *Assured Coverage for Other Emergency Conditions.* As with most departments engaged in fire protection and associated life safety activities, the sworn fire personnel and their support team provide continuing coverage and protection to improved and unimproved real property, delivering incidental services associated with a wide range of emergency and potentially hazardous conditions, for example, fire events, terrorist attacks, accident clearance, spilled contaminants, and control of noxious or incendiary materials. Often such services are provided to individuals living, working and visiting or using real property.
- *Protection for the Uninsured*. Those tax parcels without mortgages and/or fire insurance are materially advantaged by supporting a fire assessment program which becomes, by default, an alternate means to shield equity in property. In this case, the benefits associated with continual readiness to deploy are easily evaluated by the value of the residential, commercial, or other improvements, features, or enhancements which are the basic measure of potential loss when a fire incident is experienced. In Florida's insurance market where the costs of coverage are skyrocketing, a growing number of property owners are opting to forgo insurance or to adopt much more restricted coverage for economic reasons. For that group, this is a notable benefit realized through the proposed assessment.
- *Enjoyment of Property and Protection of Value Therein*. The combination of available fire protection for tax parcels in the City - regardless of insurance ratings, enhanced life safety, personal security and financial advantage - yields materially greater enjoyment in real property. As the basic complement of fire protection is enhanced through the assessment, the reduced potential for fire losses or liabilities stemming from a wide variety of incidents occurring thereon become their own benefits to real property. When calls are actually received and personnel deployed to a scene of an incident, the economic value of the department's ability to act becomes more apparent as losses are minimized or contained. These losses, or potential losses, or any related liability can be reasonably measured in terms of the value attributed to any improvements, enhancements, or features on the underlying real property and the parcel itself. While this value may only be apparent in the event of loss or potential loss, the true cost to assure the availability of fire protection services and facilities has changed little in the City's budget over the last two budget periods.

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- *Protection for Improved and Unimproved Properties.* Clearly any improvements or enhancements on a tax parcel benefit from the readiness to provide fire protection, but unimproved properties also benefit. Unimproved properties benefit from fire protection services and facilities when the KFD is ready to put out yard waste or brush fires, fires resulting from illegal dumping or arson or other similarly isolated instances, and, in addition, is ready to stop the spread of fires from unimproved to improved properties. As well, the prevention and education measures cited above are intended to forestall potential damage to both improved and unimproved properties.
- *Relief of Burden.* As noted in the introduction to this section, the benefits, burdens, and costs reasonably associated with an annual and recurring budget that underwrites a continual availability of service and readiness to serve the various parcels in the City in the event of fire incidents can be addressed through a direct assessment vehicle. Each parcel in the City, whether improved or unimproved, contributes to the potential for a fire outbreak, and thus burdens the entity charged with standing ready to provide fire suppression service—each parcel of property increases the capacity needed by KFD to remain ready to serve. The burden of these costs is assigned to all parcels to which services in the event of a fire are continually available throughout each fiscal year, while other alternative funding sources are relieved of this financial encumbrance.
- *Increased preparedness and budget controls.* The City is currently planning for an additional shift of workers to assure preparedness. This additional shift benefits property owners by assuring a less distracted or distressed work force, more alert responders, and better labor relations generally. The additional shift reduces dependence on overtime labor rates and periodic sick calls, yielding better control of costs while materially enhancing departmental readiness
- *Economic Leverage.* The above benefits, viewed in the aggregate, provide a distinct economic advantage to the various improved residential and non-residential, as well as unimproved, properties in the City.

Through agreements with other jurisdictions or agencies, these or other benefits may be available to properties beyond the assessment area of the City, but they are coincidental and difficult to plan for in advance. For example, should an agreement exist between KFD and Osceola County for the provision of mutual aid, properties not paying a specific assessment would receive obvious - but totally coincidental, unintended, and relatively immaterial - benefit. While the usual arrangement for mutual aid typically generates no compensation for

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services exchanged, it is possible that KFD or any similarly positioned department could be reimbursed for coverage beyond the assessment area.

READINESS AS A CONCEPT

To emphasize again, the impact of insurance rates is just one of several overall benefits involved in the annual budgeting and provision of fire protection service. In most cases, a lower numerical score or rating issued by the ISO is preferable to a higher one. Currently, the City maintains a level 1 out of 10 for fire protection based on the ISO's Public Protection Classification ("PPC") rating.

Though at times difficult to quantify, the ISO's PPC rating for each fire department figures prominently in determining benefit to property. To wit, ISO assesses risk based on a series of criteria grouped into categories of the fire department including staff, the fire alarm and communications system, and the water supply system. The rating standardizes levels of fire protection, with Public Protection Classification of 1 being the best and 10 being equivalent to the lowest rating. Many insurance companies consider the ISO rating of the local fire department when determining the premium for property insurance. Insurance rates are, in part, a function of the insurance carrier and the impact of the ISO's PPC rating and can vary considerably. A two- to three-point shift in ISO rating can have a notable effect on the price of insurance.

The KFD, like virtually every fire department, provides fire protection benefits through its available capacity and readiness to respond. That is, KFD -- its staff, equipment and infrastructure -- stands alert, ready to respond to the potential of a fire and associated basic life support ("BLS") in such an emergency event. The Department stands prepared to release or apply this capacity even *when simply on call*. A constant potential for the outbreak of a fire defines both the capacity and the effectiveness of service when deployed.

The scale of this potential defines the basic underlying cost of the Department's fire infrastructure. Even prior to an incident - without regard to what the nature of the incident or call may require - KFD's personnel and equipment remain in constant readiness or preparedness. From a policy and public purpose standpoint, this is the predominant activity of the KFD. Indeed, substantial and continued commitments are made to both prevention and education as a way of forestalling a need to deploy.

The resources made available each year, including committable personnel and necessary equipment, is a public administration and policy decision. To limit fire loss and to preserve property values, the City and its fire unit, in this state of readiness, must consider the committable personnel, necessary equipment, and the time likely required to extinguish a fire (*planning* or *preparing* for the potential incident or event) prior to allocating the direct resources enabling the fire to be extinguished as quickly as possible (*deploying* to or *intervening* in the incident or event itself). As suggested by the standards of ISO, there are minimal capabilities that must be maintained at all times.

Consequently, an apportionment stemming from a fire department's continual readiness to serve is premised largely on the fact that KFD must maintain, and the

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City must underwrite its preparedness whether or not a fire-related distress call is ever received. Indeed, records of many departments affirm that a significant portion of the benefit derived or burden relieved occurs through readiness or preparedness and not deployment. KFD's preparedness costs are generally those necessary to maintain the readiness of KFD's fire personnel to respond to periodic calls, with the level of service being a policy or budget decision from year to year.

The ever-present potential for, or threat of, the outbreak of a fire represents the predominant requirement for service. Even prior to an incident – without regard to what the nature of the incident or call may require - KFD's personnel and equipment continually remain in readiness or preparedness to provide fire protection services and facilities to all property within the City. *Readiness* then is the means by which the benefits described on pages 5-8 are received and realized by each improved and unimproved tax parcel. Consequently, *there is an obvious and rational association between the problem at hand and the many benefits generated.*

OVERVIEW OF PROPOSED APPORTIONMENT METHOD

As already described, local governments are afforded great latitude under Florida law with respect to legislative determinations concerning special benefit, and reasonable apportionment is well settled law. No single apportionment methodology has emerged as preferable in the governing case law for a given service or improvement. So long as the apportionment is reasonable and not arbitrary, the assessment is generally capable of withstanding legal challenge.

This should not be construed to mean local governments which consider the use of special assessments should adopt, without reasoned analysis, a particular apportionment methodology exclusively on the basis of its use elsewhere. Florida's local governments vary in their needs, composition, and policies. The well settled implication is local governments are free to select an apportionment methodology which provides competent and substantial means to share the benefits, burdens, and costs of the fire protection budget and represents the best fit in terms of cost and ease of implementation, not only with respect to affected property owners but also in consideration of the staff required and resources involved with maintenance of the assessment program from year to year.

The parcel identification and classification system required by law to be maintained by the local property appraiser and tax collector will likely always be sustained and updated over the years as properties within Kissimmee develop and change. The use of such classification and appraisal system and description of tax parcels is publicly prepared in accordance with discrete procedures, readily accessible, reasonably consistent and accurate, maintained without cost to the City and capable of being used from year to year without extraordinary consumption of resources better expended to address other fire protection related issues. Accordingly, the assessment approach contemplated relies upon the statutorily required outputs of this system, certified each year to the Department of Revenue, as a stable, reasonable, and standardized resource.

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The recommended approach does not rely upon attempted statistical analysis of demand-based fire call data maintained by the City or State Fire Marshal for other purposes, nor does it attempt to categorize demand among affected parcels. In fact, assessments based on such an approach are being challenged and litigated in Sumter County.

The current analysis instead emphasizes that fire protection service, [1] first and foremost, stands ready to serve and protect real property, and [2] is not actually mobilized to fight fires as frequently as the average citizen might think. The proposed approach is in sharp contrast to demand-based approaches to fire assessment. By allocating costs among different property classifications based primarily on incidents, the demand approach overlooks the complexities associated with the efforts, needs, or costs to educate and inspect prior to deployment. In so doing, the demand approach lacks proportionality. The simplified fire protection assessment approach focuses instead upon the relative value of the improvements[9]protected, all assessable tax parcels in the City, and the costs associated with maintaining a continual state of readiness to serve.

This logistically attractive and simplified approach focuses upon an understandable and reasoned two-tiered approach involving the relative value of improvements protected and the annually budgeted core costs of continual readiness to serve – not the random and indiscriminate results of fire incidents or demands for calls which may vary materially from year to year or reflect an arbitrary means to parse an entire budget. The relationship described with regard to the Simplified Fire™ approach provides a rational connection between the problem at hand and the proposed financial solution.

APPORTIONMENT METHOD: RELATIVE VALUE OF IMPROVEMENTS (TIER 1)

The manner of apportioning a given assessment is immaterial and may vary from jurisdiction to jurisdiction, as long as the assessment for each tax parcel is not in excess of the proportional benefits as compared to the assessments on other tax parcels. Therefore, fire protection assessments, like other service or capital assessments, may be apportioned in any number of different ways. Conceivably, the entire cost of fire protection services could be apportioned among benefited property exclusively on the basis of the value of improvements on each parcel relative to the total value of improvements throughout the jurisdiction and those measures could themselves be substantially varied or weighed. Though likely sustainable in law, allocations to either single tier may cloud policy optics.

The simplified fire protection assessment approach removes the severable underlying land value from the calculus and centers instead upon the built or improved environment targeted each year to be protected by fire services and facilities. Focusing on relative improvement value is a direct and logically related means to share costs, benefits and burdens of availability of fire protection services and facilities. It is also clear that improvement value may be utilized as

[9] Such values are fundamental to appraisal systems used by the local property appraiser and are updated, or self-correcting, annually, even in unusual circumstances such as a hurricane, a severe economic recession such as occurred in 2009 or a pandemic like occurred between 2019-2021.

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one factor among several considered in a given formula or means since the resulting assessments form a logical base against which the special benefits, burdens, and costs may be compared or determined. A very explicit apportionment on the basis of relative improvement value (as determined by the latest reasonably available real property assessment roll prepared by the county property appraiser) recognizes the relatively higher and proportionate benefit accruing to properties facing potentially greater financial loss in the event of fire incident.

Besides the advantage of relying upon data prepared by the local constitutional property appraiser in the normal course of such person's responsibilities, an approach based in whole or in part upon value is advantageous and defensible because it is systematic in its estimation of just value as the basis for purpose of estimating the value of improvements or enhancements, treats properties with proportionate fairness, has an internal system of controls or appeals, and is self-correcting. That is, value and/or circumstances for each particular parcel may change from year to year in accordance with market conditions and other factors, some very discrete to individual parcels. Where conditions or needs dictate, such variation will be adjusted automatically each subsequent year in accordance with the latest reasonably available relative value determined by the property appraiser.

If the improvements or enhancements on a given tax parcel were to increase or decrease in value with the passage of time relative to the improvement value city-wide, that tax parcel's percentage of the total amount assessed would also increase or decrease proportionately to the whole. Using the improvement valuations employed by the local property appraiser is a fair and reasoned method and proxy for distributing and sharing the multitude of benefits, burdens, and costs described herein:

There are important considerations in this analysis of any affected improvements subject to Tier 1.

- Improvement value in the context of the Tier 1 assessment is defined as the county property appraiser's officially recorded just market value minus any officially recorded land value. The resulting value is a proxy for a parcel's legal attributes or classification, physical characteristics, location, structural conditions and other special attributes or features of the structure or other enhancement. Working waterfronts, conservation holdings, and agricultural properties have their own special classification in Florida law with values impacted by crops, orchards, or other considerations.
- In the case of multiple-parcel buildings, condominiums or similar statutory regimes - where a land value can become a common element by law, is no longer easily severable from improvements and may be only nominally recognized by the property appraiser, may receive a minimal value, and/or simply not be recorded by the county property appraiser for valuation purposes at all - just value

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represents the measure for improvement value. This is reasonable because the common legal structure of multiple-parcel buildings, condominium or cooperative ownership materially restricts the severability of a specific or individual unit from any associated parcel of land. Effectively this limitation conveys benefit that might otherwise exist from land and any other shared common features back to the unit itself in the form of improvement value. This valuation treatment differs from the example of a typical house and lot in which the house might be severed or removed physically by the owner in an unfettered fashion from any associated land to be subsequently replaced with a materially larger and more valuable improvement that can be appraised separately should it be necessary.

- Tier 1 is reasonably confined to a maximum improvement value of $10,000,000 per parcel for all parcels other than those classified as agricultural, conservation, or working waterfronts. Like other community resources, those of the fire department are plausibly limited based on policy, planning, expectations, and damage potential. Based on our experience, findings, and conversations with fire officials elsewhere, it would be rare that a department would staff for nor anticipate an event of this magnitude. Consequently, the consideration of valuations beyond this amount would defray any related cost and risk only minimally.
- For parcels classified as agricultural, conservation, or working waterfronts by law, the maximum improvement value applicable to Tier 1 is an average sum calculated for this specific group of properties. The *average* is a purposeful and rational measure of central tendency applicable only to this limited number of parcels where, by law, just or market value may not be representative of the physical scale or use of the land or improvements to be protected. As well as a practical equity consideration, this ceiling acknowledges the state's historical practice of granting such holdings special treatment as a matter of broad economic development policy.
- In Kissimmee, there are approximately 24,956 tax parcels in the City that have the potential to be affected by the assessment and only 50 have an improvement value greater than $10,000,000. These high value tax parcels represent much less than 1% of the tax parcel count overall. It would not be rational or practical within reasonable budgetary means to prepare, staff, and equip for such an unlikely event or concentration of loss to such few tax parcels. In the case of the classified properties, there are a very small number so designated, also representing much less than 1% of the total parcel count.

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- Based upon the foregoing, it is rational and reasonable to set the amounts stipulated as the ceiling for calculating each respective tax parcel's potential assessment following the methods described for the Tier 1 assessment.

IDENTIFYING AND APPORTIONING COSTS TO BE ASSESSED BASED UPON RELATIVE VALUE OF IMPROVEMENTS (TIER 1)

Tier 1 includes costs of the KFD which are largely, *but not exclusively*, variable and often indeterminate. Many are a direct function of annual negotiated contracts for service or may be the result of changing demand or needs. Even when they can be anticipated in the course of budgetary planning, they may show up as a sudden rise or spike in the budget. In this category then would be infrequent purchases of capital items, gasoline, overtime pay, repair and other similar services needed periodically or on demand as well as infrequent overtime labor which together may drive costs on an occasional or so-called "lumpy" basis.

By their very nature and their level of use capital goods depreciate, lose value, and may need periodic replacement, so they are properly included in this tier or class. Although for increased equity purposes we do not recommend it, this tier or class could, in theory, logically justify the entirety of the assessable budget based upon the relative value of the improvements on each tax parcel.

APPORTIONMENT METHOD: READINESS TO SERVE (TIER 2)

Apportionment constructed upon continual readiness to serve is based primarily on this premise: a significant portion of the benefit derived or burden relieved by fire protection services stems from the fact that the fire department maintains its full preparedness whether or not a fire-related distress call is ever received. KFD's preparedness costs are generally those necessary to maintain the readiness of KFD's fire personnel to respond to periodic calls.

Though there is minor variation from year to year, core costs associated with readiness to serve are largely recurring, almost fixed over the course of a budgetary period, because they are strongly associated with wages, salaries, administration, and overhead which support the department's basic manpower infrastructure without regard to the nature of an event. That is, these core costs must be absorbed even when the department's firefighting capabilities remain exclusively in standby mode. In this context, these costs are not an accounting concept. Rather, they represent, or are associated with, a functional concept for purposes of classification in GAI's analysis. Their characterization as fixed, or primarily fixed, serves only to distinguish basic and nominally changing costs correlated to the department's capacity to respond to a fire event or incident.

The KFD stands alert, ready to respond to the potential of a fire and associated basic life support in an emergency event. The constant potential for the outbreak of a fire represents the predominant requirement for service. The scale of this potential, in turn, defines the basic underlying cost of the department's fire infrastructure. Even prior to, or without regard to, an incident - engaged in

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training, prevention measures, and educational efforts - KFD's personnel and equipment remain in a ready state.

The emphasis on capacity as a kind of infrastructure that may or may not be called into service differentiates fire protection services from most other services normally offered by local government such as garbage collection or the provision of water and wastewater treatment. In these other examples, demand is generated by discrete system users, is measurable within some level of accuracy, is typically constant, not random or sporadic, and can normally be more accurately programmed in advance. In any case, the immediate provision of these services is not typically required in an emergency circumstance to prevent substantial loss of property or life.

Stated somewhat differently, the core fixed costs associated with readiness to serve logically apply to every parcel of real property in the City and will be incurred absolutely without regard to that parcel's physical character, use, or composition. This position is in contrast to other more variable costs, logically associated with the relative value of improvements assigned to the various tax parcels in the City and can be viewed as periodic.

Most staffing for the KFD stems from procedural specifications, and the associated costs are relatively fixed or predetermined for a budget period. The costs of fuel and equipment damage incurred in response to incidents, on the other hand, are obvious examples of variable costs. Some costs, based on this functional non-accounting concept, may have both fixed and variable characteristics such as periodic capital expenditures which, to sustain a state of readiness, may be expended in a single year or over many years with level, or almost level, debt service.

IDENTIFYING AND APPORTIONING COSTS TO BE ASSESSED FOR READINESS TO SERVE (TIER 2)

In virtually every fire department, labor costs comprise the largest share of total costs on an annualized basis. Such costs are those associated with wages, salaries, general administration, payroll taxes and mandated contributions to retirement. Each year actuaries determine the participation rate to be contributed by firefighters toward pension accounts. Currently, KFD retirement accounts are approximately 76.5 % funded.

The labor costs are relatively determinant based on an expected staffing level and are largely, but not altogether fixed. The mix of labor costs will change materially in Kissimmee over the next few years as an additional shift is added and less overtime pay is expended.

Generally speaking, labor related expenses are the core costs of being continually ready to serve and must be incurred whether a fire event occurs or not. The functional fixed nature of these costs logically can be attributed to the existence of the number of tax parcels and not just their various improvements protected or any other physical characteristics. Thus, sharing these core fixed costs is equitably and reasonably shared by all of the tax parcels which benefit in a

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substantially similar degree from the predominant readiness to serve aspect of such costs.

This allocation is further strengthened from an equitable standpoint in that other more variable costs are also apportioned by the relative value of improvements approach in Tier 1.

ILLUSTRATIVE BUDGET

General Structure

An *exemplary* or *illustrative* budget analysis has been prepared for FY 2025-2026 based upon the KFDs actual expenditures for 2024 and anticipated expenditures through the balance of 2025. This information is prepared early as part of the City's own budgeting efforts which will likely be updated or revised later in the year.

This illustrative budget shows how cost and expenses might be parsed or assigned between the two tiers, for assessment purposes, as explained in this letter. Effectively, any budget is a planning tool, and there will be differences in actual and estimated costs. As in previous years, the City's actual budget and its related expenditures will be reconciled but, as in prior years, there will be some deviation between actual and budgeted sums.

As discussed further below, there are various adjustments to the budget based on prior or likely expenditures to assure the assessment does not exceed certain legal boundaries. Among the major adjustments are the assignments of certain line items to projected tiers, the removal of certain items that might violate key principles of assessments intended to benefit property, recognition of prospective capital not recognized in the most recent budget, and other considerations.

The Use of Tier 1 and Tier 2 Together

In the preparation of the proposed budget, any expenses which appeared to be even remotely related to the provision of ALS were eliminated from consideration for assessment to observe the restrictions set forth in Florida case law when analyzing other means of apportionment. Such issues are not likely to be even applicable, given the logic associated with Simplified Fire™. The Simplified Fire™ apportionment methodology contemplated and recommended herein involves use of the two-tiered approach corresponding to any remaining reasonably fixed costs and those costs other than fixed. These costs then provide the framework for the exemplary budget.

By using Tier 2, together along with Tier 1, the City achieves a "blended" approach that achieves better equity and allows policy makers - with enhanced insight and understanding of the community's funding needs - more flexibility in achieving both a reasoned and fair strategy. Although the budget might be plausibly digested by either tier, practical policy and optics suggest that approach would not serve the City as well as using the two tiers in tandem. The combination of both tiers has logical and identified relationships to the benefits, burdens, and costs of the affected parcels, creating a strong, rational, and

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proportionate vehicle that can be further linked to, or supplemented by, other legally available funding resources.

It is also well-settled in Florida case law that local governments, should they impose an assessment, are not required to fully fund that service or improvement through the special assessment itself. The local government may determine, entirely in its own discretion, to fund some portion of the overall cost with general fund or other legally available revenues. Two examples of other revenues would be unrestricted carried-forward funds from prior fiscal years or impact fees charged to some new developments that may require the fire department to expend additional resources. Such impact fees often go towards the purchase of a new fire vehicle or the building of a new fire station. To be clear, a local government may not impose an assessment for any capital items otherwise purchased with impact fees. For this reason, capital expenditures from impact fees actually collected must be segregated and expended only the items allowed or identified. As far as GAI's conversations with the City can determine, the costs of at least three future fire stations were not included in the City's last calculations of its impact fee. These costs, however, are addressed in the illustrative budget.

Either of the two assessment tiers can be funded at a rate independent of the other. For example, the City could impose an assessment for 75% of the costs attributable to Tier 1 but collect a lesser or greater percentage of the costs attributable to Tier 2. As a matter of policy or financial flexibility, the City Commission as the local legislative body may find it useful to levy an assessment for the identified core fixed costs in an amount less than the total assessable amount, supporting or offsetting the balance of the same costs through general revenues or other legally available means. The two-tiered methodology described herein is thus also responsive to the need for political flexibility and readily accommodates policy determinations regarding the relevant variables for each tier within the paradigm of legal sufficiency.

Addressing and Removing the Cost of EMS from the Budget Template

The KFD provides first response aid often defined as basic life support ("BLS"). The KFD also provides nominal emergency medical services, either as part of its first response efforts delivered in conjunction with its firefighting activities or to stabilize injured in advance of transport to area hospitals. activities or to stabilize injured in advance of transport to area hospitals. The KFD provides "transport" but the major issue for assessment purposes is the provision of ALS during transport, and the distinction between ALS and BLS discussed further below.

In order to determine the portion of the budget appropriate for recovery through special assessment within the budgetary framework, it is important to emphasize the limitations established by Florida case law regarding emergency medical services. The Florida Supreme Court has determined that ALS services or emergency medical services ("EMS") primarily benefit persons instead of real property and therefore such services, other than first response medical aid routinely delivered by firefighters should likely not be funded through special assessments without statutory support or findings beyond the scope of this

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report. To the extent the costs of EMS services, if any, may be reflected in a fire department budget, such costs for a general purpose local government should be isolated from other fire related tasks or responsibilities and funded through means other than special assessments in order to avoid debate as to the case law validity of any fire related special assessment.[10] Legal thoughts on this topic are beginning to shift but this analysis takes the most conservative approach.

In Florida, first response aid is considered one of the primary professional obligations of a trained firefighter, a point made clear by the Florida Supreme Court. Indeed, every fire professional must have a specified minimum number of hours of training related to the provision of such aid. Not atypically, in Florida, first response often takes the form of basic life support provided by firefighters also trained as emergency medical technicians ("EMT"). Such aid is rendered as the first response to those victims, patients, or others confronted with an incident, life-threatening illness, or injury needing immediate stabilization until the patient can be transported and given full medical care by other clinicians.

To these substantive differences in care or service, many firefighters also have EMT certifications. Such certifications are coincidental to their primary mission as first responders, assuring they have the skills and training many departments deem necessary to provide BLS. As well, there are some firefighters certified as paramedics. Paramedics possess enhanced skills more aligned with ALS and requiring a higher level of training and education than that necessary to be an EMT.

Case law acknowledges the potential for integration of duties in a fire rescue unit. However, the costs of any additional training or certifications for both EMTs and paramedics that extend beyond that of the first responder must be recognized and appropriately parsed. These EMS and ALS costs have been excluded. For purposes of assessment, we approach the distinctions among BLS, EMS and ALS thoughtfully and reasonably and consistent with law. Our approach here may be overly conservative.

In the case of Kissimmee, 71 of the total staffing complement maintain the ALS paramedic certification with certification and training carried in the budget. It is only the paramedic training and skill that might be construed as [1] other than a benefit to property and [2] beyond that to address first response aid.

To assure EMS costs and any legal limitations do not bleed into the KFD's budget the analysis fully excludes even the appearance of funding EMS services by further eliminating potential costs associated with ALS training, certification, and selected additional costs, or special pay from any prospective assessment, in addition to contracted or reimbursed transport when ALS services are often required. To present the most conservative position, as well as assure compliance with Florida case law regarding the funding of EMS, those costs would be funded instead by direct revenues received and/or other legally

[10] It is notable that since the Florida Supreme Court's decision in *City of North Lauderdale v. SMM Properties, Inc.*, 825 So. 2d 343 (2002), the Legislature has in various circumstances expressly authorized special assessments for "emergency medical services and emergency transport services," section 191.009(2)(b)1., Fla. Stat., or "emergency medical services," section 170.201(1), Fla. Stat.

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available means. The remining balance of the KFD budget would comprise legally assessable costs and be absorbed through the combination of Tier 1 and Tier 2 assessment revenues.

Assessable Costs in the Budget Template

Because of this careful budget analysis, It can be reasoned plausibly and realistically that all costs in the adjusted or remaining KFD budget are appropriate for recovery through special assessments in the manner described in this analysis, including prospective sums for capital beyond those contemplated in the City's impact fee structure.

The use of the adjusted KFD illustrative budget presents a very conservative or excessive exclusion of ALS costs in order to avoid debate as to compliance with somewhat dated case law and tension between that pronouncement and the subsequent inconsistent determinations by the Florida Legislature.

Table 1, prepared for illustrative or exemplary purposes, summarizes the percentage allocation of the entire budget between the two tiers as more fully detailed in the assumed KFD FY 2025-2026 Budget included as Appendix A. The actual budget adopted by the City Commission will likely differ. Regardless, the actual dollar amount, and thus the rates for each tier, will be a policy decision with the total amount funded with any assessments determined by the City.

Table 1: Tier Allocation Reflecting FY 2026 Example Budget (Summary)

				Tier 1		Tier 2	
		$$$ Maximum Assessable	% Maximum Assessable	Relative Value of Improvements		Readiness to Serve (Per parcel)	
	Full Fiscal Year 2026 Budget	Assessable in Fiscal Year 2026 Budget	Assessable in Fiscal Year 2026 Budget	% of Assessable Budget	$$$ Amount Maximum	% of Assessable Budget	$$$ Amount Maximum
Labor and Ops	24,061,623	21,645,235	90%	22.8%	6,417,168	54.0%	15,228,066
Capital/Debt Service	6,532,524	6,532,524	100%	21.3%	6,000,000	1.9%	532,524
Total	30,594,147	28,177,759	92%	44.1%	12,417,168	55.9%	15,760,590

EXCLUSION OF CERTAIN PARCELS

We have reviewed data prepared by Ennead LLC which reveals there are approximately 24,956 tax parcels within the boundaries of the City that are potentially affected by the analysis and approach outlined. Among these are approximately 435 tax parcels owned by governmental entities which must be excluded since governmentally-owned property used by governments for public

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purposes cannot be subject to special assessment.[11,12] Additional parcels may not benefit from fire protection services or are otherwise inappropriate or infeasible to assess based on physical configuration such as submerged or undevelopable lands. In addition, there are approximately 138 "institutionally-coded" parcels (e.g. churches, non-profits, etc.) which the City may, in its discretion, exempt from the assessment based upon public policy determinations and otherwise fund these exemptions from other legally available resources.

FUNDING EXAMPLES

Due to the expedited consideration of the use of non-ad valorem assessments and timing to employ the efficiency and cost savings of the uniform collection method, funding examples illustrating the two-tiered apportionment approach summarized herein and included in Appendix B, prepared by Ennead LLC, is based upon rates provided by the City using the tax parcel metric for both tiers. The example is provided to further inform and assist in decision-making based upon the assumed budget and an intensive review of the array of tax parcels affected.

OUTLOOK AND POLICY IMPLICATIONS

Going forward into future years, should the City adopt an indexing feature to increase the assessment, as is commonly done to maintain a pace associated with growing costs, subsequent receipts will grow with only limited actions required by the City. Even in the absence of an index, revenue generated by the planned assessment will grow dynamically because of its structure. As new parcels are added to the tax roll, they will automatically be included in the mix of parcels subject to the assessment without affecting the legally required proportionality of the costs and benefits.

Should the State of Florida adopt legislation placing lesser emphasis on property taxes, the benefit and cost relationships outlined in this letter would not change. It would also be reasonable to continue the proposed Simplified Fire™ method for the next several years thereafter with an expectation that the structure outlined in this letter could be maintained with data comparable to that provided by the existing tax tolls. In fact, Florida is among the few states which reassess its property every year. Many states have only periodic reassessments and some have no stated provisions for such actions.

PUBLIC ADMINISTRATION AND POLICY DECISION-MAKING OPTIONS

This letter report strongly supports a layered or tiered assessment strategy from an equitable, legally sufficient, and practical perspective. The two distinct tiers are designed to maximize informed public administration and policy decision-making

[11] The estimate of 435 parcels does not include property owned by governmental entities which is leased to third parties for private uses; such leasehold parcels may be subjected to special assessment.
[12] However, whether or not the City may be able to charge governmental properties a user fee or service charge similar to impositions for water, sewer, or solid waste, for fire protection in a comparable amount per tax parcel is beyond the scope of this report.

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within the legal context of using valid special or non-ad valorem assessments, and other legally available or general funds.

As a matter of policy or financial flexibility, the City Commission as the local legislative body may find it useful to levy an assessment for the identified core fixed costs in an amount *less* than the total assessable amount, supporting or offsetting the balance of the same costs through general revenues or other legally available means. The apportionment methodology described provides certain flexibility and readily accommodates local policy determinations regarding the relevant variables. Accordingly, the City has the means to proceed to augment the funding of its fire protection related budget in a rational, fair, and reasoned manner.

POLICY DIRECTION AND AUTHORIZATION TO IMPLEMENT

Necessary policy direction and authorization to proceed to implement the approach can be rendered by a directory resolution or similar directive authorizing the City Manager to proceed. Implementation will include a procedural home rule ordinance or resolution. The costs of this work, (including for example, judicial validation, initial, and subsequent extension of the assessment roll along with annual collection and enforcement costs addressed in the applicable work order) can be recovered by the City as assessment program costs and/or inter-fund transfer in future budgets.

Sincerely,
GAI Consultants, Inc.



Owen M Beitsch, PhD, FAICP, CRE
Senior Director

OMB/sb

Attachments: Appendix A - EXEMPLARY LINE-ITEM BUDGET ANALYSIS
Appendix B – FUNDING EXAMPLE
Appendix C – CV BRIEF

cc: Mike Steigerwald, City Manager; Olga Sanchez de Fuentes, City Attorney; Jim Walls, Fire Chief; Tavia Ritchie, Finance Director; Mark G. Lawson P.A., Special Counsel; Ennead LLC, and DTA as approved consultants

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APPENDIX A

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Table A 1: Tier Allocation Reflecting FY 2026 Example Budget (Detailed)

Illustrative Budget Notes(s)
City of Kissimmee Fire Department
Potentially Assessable costs

	Full Fiscal Year 2026 Budget	Assessable in Fiscal Year 2026 Budget	Percentage(s) or Shares of KFD Operations and Capital Assignable or Assessable to Tier 1	Budgeted or Estimated Requirements	Percentage(s) or Shares of KFD Operations and Capital Assignable or Assessable to Tier 2	Budgeted or Estimated Requirements
Labor and Personnel						
Regular Salaries	$ 10,327,695	$ 9,582,195	0.0%	$ -	100.0%	$ 9,582,195
Overtime	$ 1,406,373	$ 1,406,373	100.0%	$ 1,406,373	0.0%	$ -
Special pay	$ 1,341,118	$ 1,341,118	100.0%	$ 1,341,118	0.0%	$ -
Payroll [FICA] Taxes	$ 1,013,343	$ 942,409	21.0%	$ 197,906	79.0%	$ 744,503
Retirement Contributions	$ 3,142,965	$ 2,922,958	21.0%	$ 613,821	79.0%	$ 2,309,137
Life and Heath Insurance	$ 1,913,896	$ 1,779,923	21.0%	$ 373,784	79.0%	$ 1,406,139
Workers Compensation	$ 515,352	$ 479,277	21.0%	$ 100,648	79.0%	$ 378,629
	19,660,742	**18,454,253**	**21.9%**	**$4,033,649.57**	**78.1%**	**$ 14,420,603**
Operations and Support						
Professional Services	$ 61,644	$ 61,644	0.0%	$ -	100.0%	$ 61,644
Fee Administration	$ 150,000	$ 150,000	0.0%	$ -	100.0%	$ 150,000
Other Contract Services	$ 1,234,649	$ 99,649	0.0%	$ -	100.0%	$ 99,649
Travel And Per Diem	$ 51,774	$ 51,774	100.0%	$ 51,774	0.0%	$ -
Communication Services	$ 40,420	$ 40,420	100.0%	$ 40,420	0.0%	$ -
Postage	$ 2,925	$ 2,925	100.0%	$ 2,925	0.0%	$ -
General Insurance	$ 437,788	$ 437,788	0.0%	$ -	100.0%	$ 437,788
Building & Grounds			100.0%	$ -	0.0%	$ -
Liability Claims			100.0%	$ -	0.0%	$ -
Other Equipment Maintenance	$ 144,263	$ 144,263	100.0%	$ 144,263	0.0%	$ -
Vehicle Maintenance	$ 529,889	$ 529,889	100.0%	$ 529,889	0.0%	$ -
Printing	$ 7,768	$ 7,768	100.0%	$ 7,768	0.0%	$ -
Recruitment			100.0%	$ -	0.0%	$ -
Office Supplies	$ 14,759	$ 14,759	100.0%	$ 14,759	0.0%	$ -
Operating Supplies	$ 530,532	$ 530,532	100.0%	$ 530,532	0.0%	$ -
Cleaning Supplies	$ 28,350	$ 28,350	100.0%	$ 28,350	0.0%	$ -
Chemical Supplies	$ 34,750	$ 34,750	100.0%	$ 34,750	0.0%	$ -
Tools, Equipment & Furniture	$ 166,800	$ 166,800	100.0%	$ 166,800	0.0%	$ -
Technology Equipment	$ 65,300	$ 65,300	100.0%	$ 65,300	0.0%	$ -
Uniforms	$ 388,711	$ 388,711	100.0%	$ 388,711	0.0%	$ -
Fuel	$ 213,290	$ 213,290	100.0%	$ 213,290	0.0%	$ -
Special Function	$ 10,747	$ 10,747	100.0%	$ 10,747	0.0%	$ -
Books & Publications	$ 15,889	$ 15,889	100.0%	$ 15,889	0.0%	$ -
Dues, Subscript, Memberships	$ 10,910	$ 10,910	100.0%	$ 10,910	0.0%	$ -
Subscription-Based Software	$ 68,060	$ 68,060	100.0%	$ 68,060	0.0%	$ -
Training	$ 191,664	$ 116,764	50.0%	$ 58,382	50.0%	$ 58,382
Subtotal	**$ 4,400,882**	**$ 3,190,982**	**74.7%**	**$2,383,518.79**	**25.3%**	**$ 807,463**
Labor and Operations	**24,061,623**	**21,645,235**	**96.6%**	**$6,417,168.36**	**3.0%**	**$15,228,066**
Capital outlays or Reserves						
Debt Service	532,524	532,524	0.0%	$ -	100.0%	$ 532,524
Other	6,000,000	6,000,000	100.0%	$ 6,000,000	0.0%	$ -
Subtotal	**6,532,524**	**6,532,524**	**91.8%**	**$6,000,000.00**	**8.2%**	**$ 532,524**
TOTAL	**30,594,147**	**28,177,759**	**44.1%**	**$ 12,417,168**	**55.9%**	**$ 15,760,590**

These are gross expenditures only and do not consider reserves, carry overs, potential receipts, grants, transfers, or other revenue that may become available.

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APPENDIX B

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Table B 1: Funding Examples [Prepared by Ennead LLC]

Example: FY 2025-26 rates generating gross revenue of $6,308,348 and net assessment revenue of $6,136,466[13].

Net amount recovered via Tier 1 of the assessment (relative value of improvements):	$	3,561,761
Net amount recovered via Tier 2 of the assessment (readiness to serve per parcel):	$	2,574,705
Total amount recovered from Tier 1 & Tier 2 & Admin/Collection Cost:	**$**	**6,136,466**

Proposed Rates:

$0.56 per $1,000 in Relative Value of Improvements

$105.00 per Parcel

"Vacant (Unimproved)" with Improvement value = $0.00		
Tier 1 assessment (relative value of improvements) =	$	0.00
Tier 2 assessment (per parcel) =	$	105.00
Base Annual Assessment =	**$**	**105.00**
"Average" SFR Improvement value = $244,975		
Tier 1 assessment (relative value of improvements) =	$	137.19
Tier 2 assessment (per parcel) =	$	105.00
Base Annual Assessment =	**$**	**242.19**
Improvement value = $500,000		
Tier 1 assessment (relative value of improvements) =	$	280.00
Tier 2 assessment (per parcel) =	$	105.00
Base Annual Assessment =	**$**	**385.00**
Improvement value (All Governmentally coded) = $225,369,500		
Tier 1 assessment (relative value of improvements) =	$	126,206.92
Tier 2 assessment (435 parcels) =	$	45,675.00
Base Annual Assessment =	**$**	**171,881.92**
Improvement value (All Institutionally coded) = $113,162,600		
Tier 1 assessment (relative value of improvements) =	$	63,371.06
Tier 2 assessment (138 parcels) =	$	14,490.00
Base Annual Assessment =	**$**	**77,861.06**

[13] Governmentally-owned property cannot be subject to special assessments. The "cost" of exempting governmentally-coded parcels at the proposed rates shown is approximately $171,882. Institutionally-coded parcels may be exempted by policy. The "cost" of exempting such parcels at the proposed rates shown is approximately $77,861. Net revenue, exempting only governmentally owned parcels, is approximately $6,136,466.

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APPENDIX C

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Curriculum Vitae [Summary]
Owen M. Beitsch, PhD, FAICP, CRE
Senior Director, Economic and Real Estate Advisory Services, Community Solutions Group of GAI Consultants

Education

Masters of Urban and Regional Planning, Florida State University
PhD Public Affairs, University of Central Florida

Registrations/Certifications

Fellow, American Institute of Certified Planners (AICP)
Counselor of Real Estate
Florida Real Estate License: FL 1993, #SL595584

Skills

Redevelopment Planning
Public Finance
Economic Analysis
Market Analysis
Developer Negotiations
Public – Private Partnerships

Affiliations, Past and Current

American Institute of Certified Planners
American Society of Real Estate Counselors
Orlando Neighborhood Improvement Corporation, Chairman
Associate Editor, Real Estate Issues
Xentury City Community Development District, Chairman
Orlando Housing Authority, Commissioner
Affordable Housing Work Group, Florida Chapter of the American Planning Association
Palm Beach Economic Council Housing Task Force
Mayor's Housing Advisory Panel, City of Orlando
The City of Winter Park, FL Planning and Zoning Board
The City of Winter Park, FL Economic Advisory Board
Winter Park Health Foundation

Academic Associations

University of Central Florida

- Adjunct Faculty [Land use law, Land use economics]
- Professor in Residence

Awards

University of Central Florida, Outstanding Alumni Award (2011)
Ballard Award, Recognition by Real Estate Issues for quality of research and writing (2011)
University of Central Florida, Recognition of Academic Excellence (2008)

Dr. Beitsch has been active in the management and execution of complex studies for public and private clients for several years. His particular interest centers on housing and development issues confronting downtown and other urban areas. He has had a leadership role in the Tampa Downtown Partnership and is a founding member of the Orlando Neighborhood Improvement Corporation, where he served as Chairman for 4 years.

He recently concluded 8 years of service as a member of the Orlando Housing Authority Board of Commissioners. As a resident of Winter Park, he just ended his tenure as assistant chair of the City's Economic Advisory Board while also serving on other ad hoc committees exploring policy issues for both Orlando and Winter Park, Florida. He is currently the elected chair of the Xentury City Community Development District, which oversees a major tourist area, proximate to Disney World. He is also a member of the Planning and Zoning Board in Winter Park, FL.

Dr. Beitsch was asked to join the Counselors of Real Estate in 1990, a group only open by invitation which focuses on valuation issues. He served for several years on the group's editorial board and was assistant editor of "Real Estate Issues", the organization's refereed journal. In 2010, he was named a Fellow in the American Institute of Certified Planners, the highest honor bestowed in the urban planning profession and awarded to only about 3 percent of those achieving certification (American Institute of Certified Planners [AICP]). He was named as an Outstanding Alumnus of University of Central Florida's College of Health and Public Affairs (COHPA) in 2011 and has remained active as a member of the urban planning faculty since 1996.

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Professional Experience

Highlights

- Helped the City of Orlando develop a housing incentive program, focusing on offsets to parking costs and resulting in the first rental housing to be built in the city center in almost 20 years.
- Prepared documentation and cost allocation studies for the first schools in Florida to be funded through the state's statutes enabling Educational Benefit Districts.
- Supported the strategy, closure, and ultimate redevelopment of Orlando's Naval Training Center, now Baldwin Park, one of the nation's most recognized neo-traditional development (NTD) communities and the prototype offered by the Navy as the benchmark by which redeployed installations are evaluated.
- In conjunction with the Orlando Neighborhood Improvement Corporation (ONIC), helped secure the sale and conversion of several hundred units of military housing for private use. At the time, this project represented the state's largest redevelopment initiative focused exclusively on housing.
- Supported planning and disposition of Florida's Bay County Airport, allowing capital freed through the transaction to be applied to a substantially larger airport, enhancing the county's goals of economic development.
- Selected by Florida Department of Transportation (FDOT) to identify and codify best practices for engaging the private sector in major transportation initiatives.
- Provided economic analysis supporting Florida East Coast Railroad's privately funded high-speed rail proposal.
- Helped develop the station prototype for FOX, Florida's first high-speed rail consortium.
- Helped the City of Orlando to secure private capital for an interchange constructed near Universal Studios, applying a tandem special assessment district and community redevelopment area.
- Helped provide the financial underpinnings supporting rail or circulator systems in Tampa, Atlanta, Miami, and Orlando by aligning city goals with appropriate land use and entitlement strategies.

Policy or Redevelopment Planning

Naval Training Center, Orlando, FL; closure and negotiations
Inclusionary Housing, Miami, FL; ordinance and program reviews
State of Florida Office Protocol; policy document establishing procedures and provides for the acquiring of office space
High Speed Rail, Orlando, FL; strategic real estate analysis
Orlando Sports District, Orlando, FL; strategy for developing a master plan focused on Orlando's Citrus Bowl
West Palm Beach Airport, West Palm Beach, FL; development strategy for airport authority acquisition area
Universal Studios, Orlando, FL; tax increment analysis for proposed improvement district Orange County Housing Authority, Orlando, FL; housing relocation and redevelopment plan Japanese National Railroad, Orlando, FL; high-speed rail corridor study

Housing

Orlando Utilities Commission, Orlando, FL; financial analysis for proposed apartments
Celebration, Kissimmee, FL; market and financial analysis for Disney planned resort housing
Magnolia Ranch, Kissimmee, FL; market and financial analysis for Disney planned primary community Perdido Bay, Pensacola, FL; market analysis for existing resort community

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Healthcare Facilities

Orlando Regional Healthcare System, Orlando, FL; strategic plan associated with downtown campus expansion
Florida Hospital, Orlando, FL; strategic plan associated with downtown campus expansion SantaFe HealthCare/AvMed, Gainesville, FL; reuse analysis for existing campus master plan University of Central Florida Medical School, Orlando, FL; economic impact analysis

Meeting and Other Public Assembly Facilities

Orange County Convention and Civic Center, Orlando, FL; market and financial analysis
Rhode Island Convention Center, Providence, RI; market, financial and economic analysis; developer negotiations
Broward County Convention Center, Ft. Lauderdale, FL; market, financial and economic analysis; developer negotiations
Washington State Convention Center, Seattle, WA; delegate expenditure survey
Savannah Convention Center, Savannah, GA; market and financial analysis

Commercial

Village West, Kansas City, Kansas; financing
plan Orlando Central Park, Orlando, Florida;
strategic plan Lockheed-Martin, Orlando,
Florida; strategic plan
Daytona Rising, Daytona, Florida; feasibility analysis for speedway retail complex
Universal Studios, Orlando, Florida; valuation for interchange financing
Orlando International Airport, Orlando, Florida; feasibility analysis for industrial facility, ongoing advising services

Recreational or Special Use

New England Aquarium, Boston, Massachusetts; market and financial analysis for proposed expansion Tampa Port Authority, Tampa, Florida; leasehold negotiations with proposed Florida Aquarium
Disney Development, Orlando, Florida; concept plan for evening recreational facilities
Audubon Society, Yeehaw Junction, Florida; market analysis for proposed wildlife sanctuary

Major Publications

Beitsch, O. and Kohler, T. (2017). The revolution, part II. . *Real Estate Issues*
Beitsch, O., Crotty, M. and Kohler, T. (2017 in press). Planning strategically for redevelopment. Tallahassee: Florida Redevelopment Association.
Beitsch, O. (2015). Private P-3's and economic development: The role of plans, appearing in *Financing of Public Transportation Infrastructure: Utilizing Public-Private Partnerships*, L. Martin and W. Lawther (editors). Lanham, MD: Rowman and Littlefield.
Seidel, V. & Beitsch, O. (March, 2014) Evaluating coastal real estate value vs. risk in the wake of sea level rise. *Real Estate Issues*.
Beitsch, O. (November, 2013). The consequences of tax exempt debt for private real estate development: The case of the Villages. *Real Estate Issues*.
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ITEM 7.B

Permanent Right-of-Way Easement between Haley and Brenda Bronson, Trustees of the Irlo O. Bronson, Jr. Amended and Restated Trust and the City of Kissimmee

Request

Approval of a Permanent Right-of-Way Easement between Haley and Brenda Bronson, Trustees of the Irlo O. Bronson, Jr. Amended and Restated Trust and the City of Kissimmee to accommodate streetscape zone requirements on Vine Street.

Explanation

Due to the lack of right-of-way to accommodate adequate streetscape zones along streets within the Form Based Code (FBC) area of the City, some projects are required to dedicate an easement on private property to the city to accommodate sidewalks and a furnishing zone (green space). This property, 1415 W. Vine, is being platted (SR-24-0017) and the new sidewalk and green space will be required with any new development. This right-of-way easement measures 13 feet in width on W. Vine St.

FINDINGS AND REASONS:

1. Compliance with Land Development Code Section 14-5-5(E), Streetscape Zone, which requires an easement dedication if there is not sufficient space in the existing right-of-way to accommodate the streetscape zones.

Recommendation

Staff recommends approval of a permanent right-of-way easement between Haley and Brenda Bronson, Trustees of the Irlo O. Bronson, Jr. Amended and Restated Trust and the City of Kissimmee.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):

1. (S)Bronson Permanent Right of Way Easement

This instrument prepared
by and return to:

City Attorney's Office
101 Church Street
Kissimmee, FL 34741
407-518-2310

Property Appraiser's Parcel ID Number: 16-25-29-00U0-0100-0000

PERMANENT RIGHT OF WAY EASEMENT

THIS PERMANENT RIGHT OF WAY EASEMENT ("Easement Agreement") is made and executed this 13th day of January, 2025, by and between Haley Bronson, as Trustee and Brenda Bronson, as Trustee of the Irlo O. Bronson, Jr. Amended and Restated Trust dated February 14, 2006, whose address is 1415 W. Vine St, Kissimmee, FL 34741, (hereinafter "GRANTOR") and the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, FL 34741, (hereinafter "GRANTEE").

"WITNESSETH"

WHEREAS, Grantor is the fee owner of certain real property located in Osceola County, Florida (the "Property"); and

WHEREAS, Grantee desires to obtain a permanent right of way easement in connection with the Grantee's redevelopment of the Vine Street Corridor within the Vine Street CRA Overlay District over a portion of the Property more particularly shown and described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"); and

WHEREAS, Grantor agrees to grant this Permanent Right of Way Easement to Grantee upon and subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RECITATIONS. The above recitations are true and correct.

2. GRANT AND USE OF EASEMENT. Grantor hereby grants and conveys to Grantee (its successors and assigns) a permanent right of way easement in perpetuity. This easement is subject to the terms and conditions set forth herein and in other recorded easements, restrictions, conditions, and limitations affecting the Easement Area and the Property. The easement shall be used by the Grantee (and

its successors, assigns, licensees or designees) for the construction, maintenance and repair, landscaping, surface water drainage, current utilities, ingress and egress and all other uses traditionally associated with public road rights of way, including for the use of the traveling public across the Easement Area, at the Grantee's sole discretion.

3. CONDITION OF EASEMENT AREA. Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions and limitation applicable thereto.

4. INDEMNIFICATION. In addition to any other indemnification provided herein, Grantee, shall indemnify, defend, protect and hold Grantor and its officers, directors, shareholders, employees, agents and lenders, (collectively the "Indemnities"), harmless for, from and against any and all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs) sustained by or asserted against the Indemnities from the activities, operations, or use of the Easement Area by Grantee or arising from, out of or in any manner connected with the acts or omissions of the Grantee in exercising the rights and obligations granted and set forth herein.

a. To the extent provided by F.S. 768.28, Grantee hereby agrees to indemnify, defend, and hold harmless the Indemnities from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including, without limitation, reasonable attorney fees and litigation costs) incurred by the Indemnities for injuries to persons (including, without limitation, loss of life) or for damage, destruction of property, which is caused directly in whole or in part by:

(i) The activity, work or act committed, omitted, permitted or suffered by Grantee, its successors, assigns, grantees, invitees, and any of their officers, directors, employees, representatives and agents, or caused, in whole or in part, on or about the Easement area;

(ii) the negligence of Grantee, its successors, assigns, grantees, invitees, agents, employees, representatives or contractors;

(iii) Grantee's failure to perform any obligations imposed hereunder;

(iv) Grantee's use, maintenance, or repair of the Easement Area; or

(vi) Grantee's failure to abide by any applicable Laws as exist at present and those which may be enacted subsequent to the date of this Easement Agreement, and whether or not such injuries, damage, destruction or theft are sustained by Grantee or Grantor, or by other persons or entities on the Easement Area

b. Nothing contained herein shall be construed as a waiver by Grantee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

5. BINDING OBLIGATIONS. Grantee and Grantor covenant and agree that the terms and provisions of this Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and permitted assigns.

6. CONSTRUCTION OF AGREEMENT. This Easement Agreement has been fully reviewed and approved by the parties hereto, and their respective counsel. Accordingly, in interpreting this Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.

7. ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement between the parties hereto concerning the Easement and supersedes any prior or written or oral agreements between the parties concerning the subject matter. There are no representations, agreements, or arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

8. NOTICES. All notices, demands, requests and other communications required or to be given pursuant to this Easement Agreement shall be in writing, given by the parties hereto and shall be sent by registered mail, return receipt requested, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; (ii) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service of said notice accepted same). All notices shall be addressed as set forth below:

If to Grantor: Haley Bronson, Trustee
Brenda Bronson, Trustee
Irlo O. Bronson, Jr. Amended and Restated
Trust dated February 14, 2006
1415 W. Vine St.
Kissimmee, FL
34741

If to Grantee: City Manager
City of Kissimmee
101 Church St.
Kissimmee, FL
34741

Or to such other address or to the attention of such other person as

hereinafter shall be designated in writing and sent in accordance with the foregoing provisions.

9. NO IMPLIED WAIVER. The failure of any party to insist upon strict performance of any of the terms and provisions of this Easement Agreement, irrespective of the length of time for which such failure continues, shall not be a waiver of any such party's rights. No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy.

10. SEVERABILITY. Every provision of this Agreement is intended to be severable. In the event that any provision of this Agreement is held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

11. AMENDMENTS. This Agreement may be changed, modified, amended or rescinded only by an instrument in writing duly executed and acknowledged by all parties hereto, or their successors or assigns.

12. GOVERNING LAW. This Easement Agreement shall be governed by and, construed in accordance with the Laws of the State of Florida. Any legal action instituted or arising out of this Easement Agreement shall be brought in the Courts of Osceola County, Florida. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto.

13. ATTORNEY'S FEES AND WAIVER OF JURY TRIAL. The parties hereto agree to waive trial by jury in any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Easement Agreement, or arising out of any matter pertaining to this Easement Agreement. Each party further agrees that in any action, proceeding or claim which may be brought from any matter arising out of this Easement Agreement there shall be no entitlement to attorney's fees or court costs from the opposing party.

14. COUNTERPARTS. This Easement Agreement may be executed in any number of counterparts with the same effect as if all parties hereto have signed the same agreement. All such counterparts shall be deemed to be an original and all of which shall together constitute one and the same instrument.

{Signature pages follow}

IN WITNESS WHEREOF, the parties hereto have duly authorized and executed this Easement Agreement as of the day and year first written above.

GRANTOR:
Irlo O. Bronson, Jr. Amended and Restated Trust Dated February 14, 2006

Haley Bronson
Name: Haley Bronson, as Trustee

Brenda Bronson
Name: Brenda Bronson, as Trustee

COUNTY OF OSCEOLA

STATE OF FLORIDA

BE IT REMEMBERED that on this 14th day of January, 2025, before me, a Notary Public in and for the said county and state, personally appeared Haley Bronson, as Trustee and Brenda Bronson, as Trustee of Irlo O. Bronson, Jr. Amended and Restated Trust dated February 14, 2006, who ~~is personally known to me and who~} acknowledged that she/he did sign the foregoing instrument and that the same is her/his free and voluntary act and deed.

IN TESTIMONY WHERE OF, I have hereunto set my hand and affixed my notarial seal on the date and year above-mentioned.

Tammy Sepulveda Edwards
Notary Public
Tammy Sepulveda Edwards

¥ Haley Bronson
Produced Identification
Florida Drivers License

Brenda Bronson
Produced Identification
Florida Drivers License

TAMMY SEPULVEDA EDWARDS
Notary Public
State of Florida
Comm# HH492846
Expires 2/14/2028

GRANTEE:

By: _____
Mayor - Commissioner

ATTEST:

_____

City Clerk

Approved as to form and legal sufficiency:

_____

City Attorney

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of Section 16, Township 25 South, Range 29 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the West ½ of the Southeast ¼ of the Southwest ¼ of Section 16, Township 25 South, Range 29 East, Osceola County, Florida; thence N00°20'59"W, along the East line of the West ½ of the Southeast ¼ of the Southwest ¼ of said Section 16, a distance of 53.00 feet to the North Right of Way line of W. Vine Street (U.S. Highway 192/State Road 530); thence departing said East line, run N89°57'31"W, along said North Right of Way line, a distance of 26.00 feet to the Point of Beginning; thence continue N89°57'31"W, a distance of 596.34 feet; thence departing said North Right of Way line, run N00°06'41"W, a distance of 13.00 feet; thence S89°57'31"E, a distance of 596.30 feet; thence S00°15'07"E, a distance of 13.00 feet to the Point of Beginning.

Containing 7,752 square feet or 0.18 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: BRONSONS

S-L 13' STREETSCAPE ESMT

DATE OF SKETCH 12/10/2024	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTION 16	
TWP. 25 S., RNG. 29 E.	
JOB NO. 24-470	SHEET 1 OF 2

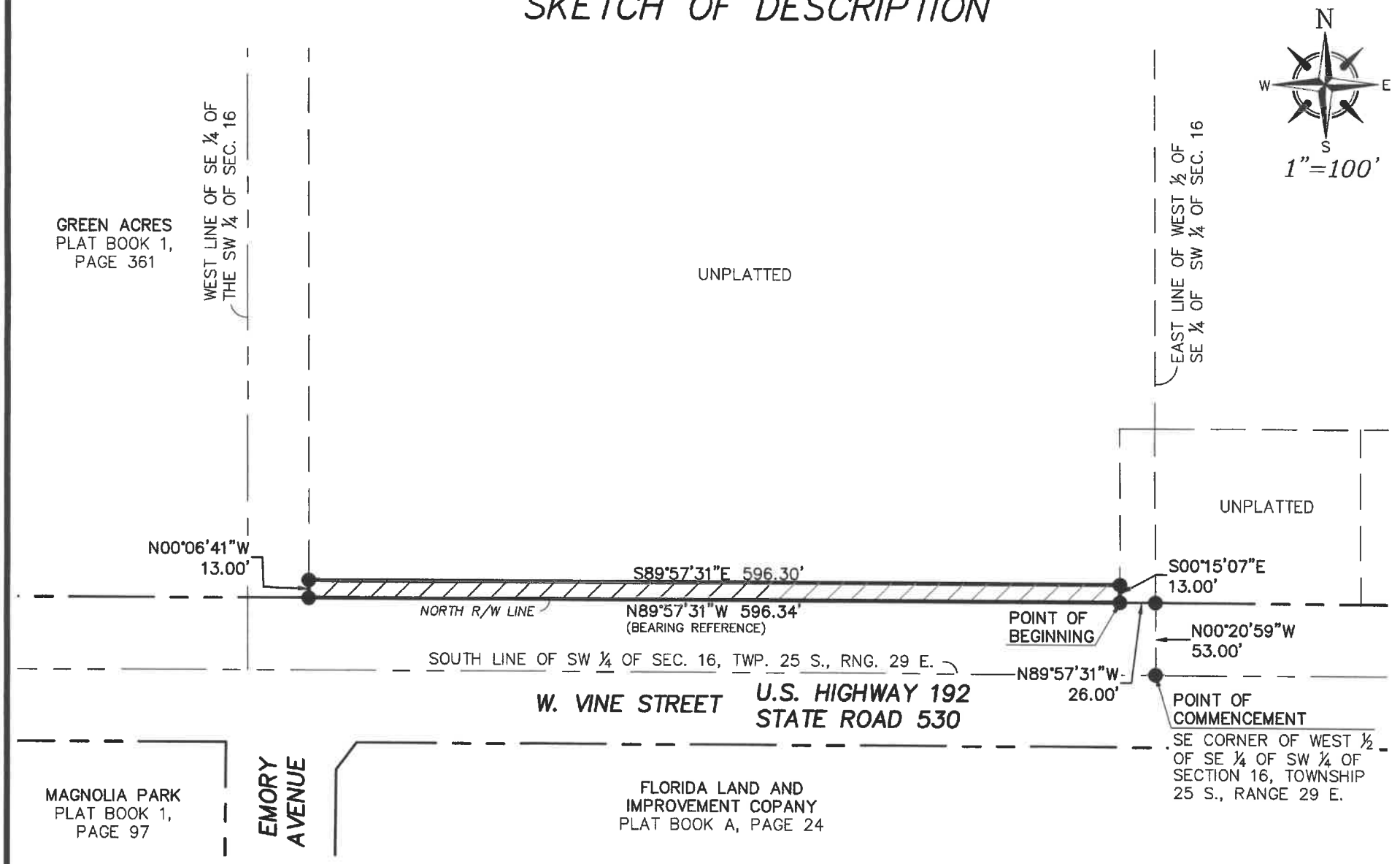
JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

12/10/2024

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 2 OF 2

ITEM 7.C
Continuing services contracts for planning services

Request

Approval of the continuing services contracts for Inspire Placemaking Collective, Inc. (Contract # 20230096), Vanasse Hangen Brustlin, Inc. (Contract # 20240350), and GAI Consultants, Inc. (Contract # 20240102) for general planning services.

Explanation

This is a request to approve the second and final renewal of the continuing services contracts for Inspire Placemaking Collective, Inc., Vanasse Hangen Brustlin, Inc., and GAI Consultants, Inc. Through the Request for Qualifications (RFQ) process, the City received Twelve (12) proposals for review. A selection committee ranked each firm based on their proposals and chose the three (3) firms referenced above.

Execution of these contracts will allow the companies to perform general planning services, transportation services, mapping, marketing/public involvement for projects, and market analysis without the City needing to go through the Request for Qualifications (RFQ)/Request for Proposal (RFP) process. For a full listing of allowable services, please see the Scope of Services (Exhibit A) in the attachments. Contracts were set to expire after three years with the allowance for two additional one-year renewals. This request will be the second and final renewal of these three contracts.

For each task, a Scope of Work will be presented by each consultant with the cost of the work to be done. Future projects will only go back to the City Commission for review and approval if the task is over $75,000 in total cost. Any task under $75,000 falls under the City Manager's approval limit.

Recommendation

Approval of the three continuing services contracts.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
1. (S) Inspire Placemaking, Inc.
2. (S) GAI Consultants, Inc.
3. (S) VHB, Inc.

SECOND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND INSPIRE PLACEMAKING COLLECTIVE, INC. FOR CONTINUING PROFESSIONAL CONSULTANT SERVICES

THIS SECOND RENEWAL of the Agreement for Professional Consultant Services Related to General Planning for the City of Kissimmee is made this 17th day of June 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **Inspire Placemaking Collective, Inc.**, located at 4767 New Broad Street, Orlando, FL 32814, hereinafter known as "CONSULTANT". The CONSULTANT and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-001 "Continuing Services for Professional Planning Consultant"and opened all received bid proposals on February 22, 2021; and

WHEREAS, on July 06, 2021, the City of Kissimmee and S&ME, Inc. entered into an Agreement for Professional Consultant Services (the "Original Agreement"); and

WHEREAS, on July 02, 2024, the Parties executed a First Renewal to the Agreement to (i) exercise the option to renew the Agreement for an additional twelve (12) month period, and (ii) formally amend the Agreement to reflect the substitution of the Consultant to Inspire Placemaking Collective, Inc., following its acquisition of S&ME, Inc. (hereinafter referred to as "First Renewal"); and

WHEREAS, the CITY and CONSULTANT now mutually desire to extend the Original Agreement for an additional year pursuant to the terms of same.

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. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this Second Renewal, the CITY and CONSULTANT agree to the terms and conditions of the First Renewal dated July02, 2024, and the Original Agreement dated July 06, 2021, attached hereto as **"Exhibit A"**.

3. **TERM.** The CITY and CONSULTANT agree to exercise the second one-year renewal provided under Article 2 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Effective Date.** The effective date of this Second Renewal of the Agreement between **CITY** and **INSPIRE PLACEMAKING COLLECTIVE, INC.** is July 6, 2025.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Second Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

INSPIRE PLACEMAKING COLLECTIVE, INC.

By: _____

Title: President

Date: 6/2/25

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 2 day of June, 2025, by means of ☒ physical presence or ☐ online notarization by George Kramer as president for Inspire Placemaking Collective, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: Allison Moser
My Commission Expires: 8-1-26

ALLISON MOSER
Commission # HH 248015
Expires August 1, 2026

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

EXHIBIT "A"
ORIGINAL AGREEMENT & FIRST RENEWAL

FIRST RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND INSPIRE PLACEMAKING COLLECTIVE, INC. aka S&ME, INC. FOR CONTINUING PROFESSIONAL CONSULTANT SERVICES

THIS FIRST RENEWAL of the Agreement for Professional Consultant Services Related to General Planning for the City of Kissimmee is made this 2nd day of July 2024, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **Inspire Placemaking Collective, Inc. aka S&ME, Inc.**, located at 4767 New Broad Street, Orlando, FL 32814, hereinafter known as "CONSULTANT". The CONSULTANT and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-001 "Continuing Services for Professional Planning Consultant"and opened all received bid proposals on February 22, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and S&ME, Inc. on July 6, 2021, on July 6, 2021 (the "Orignial Ageement") and the initial term of the Agreement is set to expire ; and

WHEREAS, the CITY determined the services and performance of CONSULTANT effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONSULTANT now mutually desire to extend the Original Agreement for an additional year pursuant to the terms of same.

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. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Renewal, the CITY and CONSULTANT agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as **Exhibit "A"**.

3. **MODIFICATIONS/WAIVER.** S&ME, Inc was purchased by Inspire Placemaking Collective, Inc and the CITY signed a consent to the assignment and assumption of the Agreement by S&ME, Inc to Inspire Placemaking Collective, Inc on February 02, 2023, attached hereto as **Exhibit "B"**. The assignment and assumption represents a formal modification of the Original Agreement under Article 6, Section 6.2 ("Modification/Waiver").

4. **TERM.** The CITY and CONSULTANT agree to exercise the first one-year renewal provided under Article 2 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.

5. **Effective Date.** The effective date of this First Renewal of the Agreement between **CITY** and **INSPIRE PLACEMAKING COLLECTIVE, INC.** is July 6, 2024.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms

and conditions herein during the rehabilitation process.

INSPIRE PLACEMAKING COLLECTIVE, INC.

By: _____

Title: President

Date: 6/13/24

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 13 day of June, 2024, by means of ☒ physical presence or ☐ online notarization by George Kramer as President for Inspire Placemaking Collective, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: Allison Moser
My Commission Expires: 8-1-26

ALLISON MOSER
Commission # HH 248015
Expires August 1, 2026

CITY OF KISSIMMEE

By: Olga Castano for
Olga Gonzalez, Mayor-Commissioner

Date: July 03, 2024

KISSIMMEE Founded 1883

ATTEST:

Linda. S. Hansell
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
Olga Sanchez de Fuentes, City Attorney

EXHIBIT "A"
ORIGINAL AGREEMENT

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

THIS AGREEMENT made and entered into this 6 day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter "CITY") and S&ME, Inc., 1615 Edgewater Drive, Suite # 200 Orlando, Florida 32804 (hereinafter "CONSULTANT") and each represents as follows:

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

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

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

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

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

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

Article 1. Consultant's Services.

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

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

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

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

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

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

Article 2. Term.

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

Article 3. City's Responsibilities.

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

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

3.3 The CITY shall provide timely reviews of CONSULTANT's draft work products,

ensuring that all appropriate CITY departments and external agencies, as appropriate, have an opportunity to review and comment on draft work products.

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

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

Article 4. Ownership and Use Documents.

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

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

Article 5. Termination.

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

5.2 If the CITY terminates this Agreement due to a default by CONSULTANT in performance of any provision herein, the CITY shall not be responsible for payment to

CONSULTANT for any work in default or not completed in accordance with the provisions of this Agreement.

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

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

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

Article 6. Miscellaneous Provisions.

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

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

6.3 Entire Agreement. This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

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

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

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

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

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

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

6.10 Indemnity. The CITY shall not assume any liability for the acts, omissions, or negligence of CONSULTANT, its agents, servants, or employees; nor shall CONSULTANT exclude liability for its own acts, omissions, or negligence to the CITY. CONSULTANT agrees to be responsible for all claims of any nature, including but not limited to injury, death, and

property damage, arising out of activities related to this Agreement by CONSULTANT. CONSULTANT shall be responsible for all work performed in connection with the Agreement. CONSULTANT may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities. CONSULTANT agrees to not enter into any agreements, contracts, or understandings with any vendor in any manner or way inconsistent with the terms and conditions of this Agreement.

6.11 Time is of the essence to this Agreement.

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

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

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

A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services required under this Agreement;

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

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

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

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

Article 7. Payments and Basis of Compensation

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

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and CONSULTANT, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous services that may be required from time to time. Exhibit "B" may be modified biannually throughout the effective term of this Agreement with the written consent and in the sole discretion of the CITY's Representative, the consent thereto will not be unreasonably withheld.

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

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

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

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

consultants as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car, and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services, and only if authorized in advance by the CITY.

7.6 CONSULTANT'S ACCOUNTING RECORDS

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

Article 8. Notices.

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

CITY OF KISSIMMEE	**CONSULTANT**
Ashley Cornelison	George Kramer, AICP, LEED AP
Senior Planner	Area Manager, Placemaking
City of Kissimmee Development Services Department	S&ME, Inc.
101 Church Street	1615 Edgewater Drive, Suite # 200
Kissimmee, Florida 34741	Orlando, Florida 32804
Ashley.Cornelison@kissimmee.gov	gkramer@smeinc.com

Article 9 - Insurance Requirements

9.1 CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, its agents, representatives and employees. The cost of such insurance shall be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to

execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

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

A. Commercial General Liability: $1,000,000 combined single limit per occurrence and $2,000,000 annual aggregate for bodily injury, personal injury and property damage.

B. Auto Liability: $1,000,000 combined single limit per occurrence and $1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.

C. Workers' Compensation insurance as required by the State of Florida.

D. Employer's Liability: $1,000,000 limit per occurrence, $1,000,000 annual aggregate for disease and $1,000,000 limit for disease of an individual employee.

E. Professional Liability: $1,000,000 limit each claim and $2,000,000 yearly aggregate of claims.

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

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

A. The CONSULTANT shall furnish the CITY with a certificate of insurance specifically stating the RFQ number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be received by the CITY's Representative by January 15th of each year this Agreement is in effect.

B. If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

C. The CONSULTANT shall be responsible for their subconsultants and their insurance. Subconsultants are to provide Certificates of Insurance to the CITY evidencing coverage

and terms in accordance with the CONSULTANT's requirements.

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

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

SIGNATURE PAGE TO FOLLOW

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

CITY OF KISSIMMEE:

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

Attest:
Linda S. Hansell
City Clerk

Approved as to form & legality
Olga Gonzalez
City Attorney

CONSULTANT:

Signature
George Kramer
Printed Name
Title: Area Manager
Date: 5/12/21

STATE OF FLORIDA
COUNTY OF ~~OSCEOLA~~ ORANGE

The foregoing instrument was acknowledged before me by means of X physical presence or ☐ online notarization, this 12 day of MAY, 2021 by GEORGE KRAMER, as AREA MANAGER, who is personally known to me or has produced _____ as identification.

Elizabeth A. Nax
Notary Public

ELIZABETH A. NAX
(Print, Type or Stamp Name)

Notary Public State of Florida
Elizabeth A Nax
My Commission HH 001519
Expires 05/19/2024

My Commission Expires: 5.19.2024

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

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

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

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

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

IV. Geographic Information Systems (GIS) Mapping and Support.

V. Graphics / Renderings
   a. Landscape renderings;
   b. Photo montages;
   c. Concept plans; and/ or
   d. Branding and publications.

VI. Public Involvement / Consensus Building

EXHIBIT "B"

CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES HOURLY RATES

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

WORK SCHEDULE

6

EXHIBIT B - HOURLY RATES

SCHEDULE OF HOURLY RATES

2021

Classification	Hourly Rates
Principal/Sr. Project Manager/Project Manager/Design Manager	$ 140.00 to $ 305.00
Assistant Project Manager	$ 125.00 to $ 155.00
Sr. Professional Engineer/ Sr. Landscape Architect/ Sr. Planner	$ 145.00 to $ 255.00
Professional Engineer/Landscape Architect/ Planner	$ 100.00 to $ 155.00
Intern Engineer/Landscape Architect/Planner	$ 90.00 to $ 120.00
Registered Land Surveyor/Survey Manager	$ 105.00 to $ 210.00
Survey Coordinator	$ 95.00 to $ 130.00
One Man Survey Crew	$ 110.00 to $ 150.00*
Two Man Survey Crew	$ 135.00 to $ 185.00*
Three Man Survey Crew	$ 175.00 to $ 220.00*
CAD or GIS Technician / Survey Technician	$ 65.00 to $ 150.00
Administrative	$ 55.00 to $ 85.00

Hourly Rate Schedule is Effective January 1, 2019 through December 31, 2021

** Rates vary by location*

City of Kissimmee, Florida RFQ 2021-001 Professional Planning Consulting 35

DESCRIPTION OF OPERATIONS below | 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)
Umbrella policy extends over General Liability, Automobile Liability and Employers' Liability coverages.

In the event the Company cancels the General Liability, Automobile Liability and Employers' Liability policies for any statutorily permitted reason other than non-payment of premium, the Company agrees to provide ninety (90) days' notice of cancellation of the Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of the Policy.

FOR INFORMATION PURPOSES ONLY

CERTIFICATE HOLDER	CANCELLATION
S&ME Inc. 1615 Edgewater Drive, Suite 200 Orlando FL 32804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/30/2020

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: Tiffany Davenport
McGriff Insurance Services 2106 W. Laburnum Ave Suite 300 PO Box 17370 Richmond VA 23227	PHONE (A/C, No, Ext): 804-678-5026 FAX (A/C, No): 888-751-3010 E-MAIL ADDRESS: certificatewaiver@mcgriffinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Travelers Property Casualty Co of Amer	25674
INSURER C : American Casualty Co of Reading PA	20427
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
S&ME Inc.
1615 Edgewater Drive, Suite 200
Orlando, FL 32804

COVERAGES | CERTIFICATE NUMBER: 321536988 | 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			6042844344	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY X ANY AUTO			BUA6042844313	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			ZUP61M823952INF	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N / N/A		WC6T8651782	7/1/2020	7/1/2021	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)
Umbrella policy extends over General Liability, Automobile Liability and Employers' Liability coverages.

In the event the Company cancels the General Liability, Automobile Liability and Employers' Liability policies for any statutorily permitted reason other than non-payment of premium, the Company agrees to provide ninety (90) days' notice of cancellation of the Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of the Policy.

FOR INFORMATION PURPOSES ONLY

CERTIFICATE HOLDER	CANCELLATION
S&ME Inc. 1615 Edgewater Drive, Suite 200 Orlando FL 32804	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 KBlank

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2020

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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 McGriff Insurance Services 2108 W. Laburnum Ave Suite 300 PO Box 17370 Richmond VA 23227	CONTACT NAME: Sandy Krevonick PHONE (A/C, No, Ext): 804-678-5026 FAX (A/C, No): 888-751-3010 E-MAIL ADDRESS: skrevonick@mcgriffinsurance.com
INSURED S&ME Inc 1615 Edgewater Drive, Suite 200 Orlando, FL 32804	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL Specialty Insurance Company — 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1128092639 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE $ AGGREGATE $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
A	Professional Liability			DPR9962088	7/1/2020	7/1/2021	$5,000,000 $5,000,000 Per Claim Aggregate

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

In the event that the Companies cancel the Professional Liability policy for any statutorily permitted reason other than non-payment of premium, the Companies agree to provide thirty (30) days' notice of cancellation of the Policies to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of the Policies.

FOR INFORMATION PURPOSES ONLY

CERTIFICATE HOLDER

S&ME Inc
1615 Edgewater Drive, Suite 200
Orlando FL 32804

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

KBlanchard

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/12/2021

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

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

PRODUCER McGriff Insurance Services 2108 W. Laburnum Ave Suite 300 PO Box 17370 Richmond VA 23227	CONTACT NAME: Sandy Krevonick PHONE (A/C, No, Ext): 804-678-5026 FAX (A/C, No): 888-751-3010 E-MAIL ADDRESS: skrevonick@mcgriff.com
INSURED 35SMEINC S&ME Inc. 1615 Edgewater Drive, Suite 200 Orlando, FL 32804	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL Specialty Insurance Company — 37885 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 421915679 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9962088	7/1/2020	7/1/2021	5,000,000 5,000,000	Per Claim Aggregate

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

In the event that the Companies cancel the Professional Liability policy for any statutorily permitted reason other than non-payment of premium, the Companies agree to provide thirty (30) days' notice of cancellation of the Policies to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of the Policies.

Project: Kissimmee Planning

CERTIFICATE HOLDER

City of Kissimmee
Attn: Ashley Cornelison
101 Church Street
Kissimmee FL 34741

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

KBlanchard

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

7/1/2021

DATE (MM/DD/YYYY) 5/13/2021

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

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PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C : American Casualty Company of Reading, PA	20427
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1492483 S&ME INC.
1615 EDGEWATER DRIVE, SUITE 200
ORLANDO FL 32804

COVERAGES **CERTIFICATE NUMBER:** 17567054 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	N	6042844344	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	BUA6042844313	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	N	N	ZUP51M6239520NF	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC678651782	7/1/2020	7/1/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 21-1186. KISSIMMEE PLANNING. CITY OF KISSIMMEE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

17567054
CITY OF KISSIMMEE
ATTN: MS. ASHLEY CORNELISON
101 CHURCH STREET
KISSIMEE FL 34741

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
Joseph M Agnello

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EXHIBIT "B"
ASSIGNMENT AND ASSUMPTION

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EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL CONSULTANT SERVICES AGREEMENT RELATED TO GENERAL PLANNING FOR THE CITY OF KISSIMMEE

THIS ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT (this "**Assignment**") is made and entered into this _2__ day of __February___, 2023, by and between **S&ME, INC.**, a North Carolina corporation ("**Assignor**"), and **INSPIRE PLACEMAKING COLLECTIVE, INC.**, a Florida corporation ("**Assignee**").

RECITALS

WHEREAS, Assignor and [_City of Kissimmee__] ("**Client**"), are parties to that certain [Professional Consultant Services Agreement] dated [July 6, 2021__], for the provision of General Planning services thereto, and all purchase orders, task orders, or other such work authorizations thereto (collectively, the "**Agreement**"), true and correct copies of which are attached hereto as Exhibit "A";

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement, dated as of December 30, 2022 (as supplemented, amended, restated or otherwise modified from time to time, the "**Purchase Agreement**"); and

WHEREAS, Assignor desires to assign, and Assignee desires to assume, all of Assignor's rights, title and interest in and to the Agreement pursuant and subject to the terms of this Assignment and the Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's rights, title and interest in and to the Agreement.

2. Upon the terms and subject to the conditions of the Purchase Agreement, Assignee hereby assumes all rights, title, and interest of Assignor in the Agreement and agrees to be bound by and to fully perform and carry out the duties and obligations of Assignor in and relating to the Agreement from and after the date hereof.

3. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. If any conflict or inconsistency exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. Assignor acknowledges and agrees that it shall do, execute, acknowledge and deliver all such further acts, deeds, transfers, assignments, conveyances and assurances for the better assigning, granting, transferring, conveying and conferring unto Assignee, its successors, and assigns all the rights hereby granted, transferred, conveyed, assigned and delivered as Assignee or its successors or permitted assigns shall require.

5. This Assignment may be executed in two or more counterparts (including by electronic means (via facsimile, DocuSign or emailed .pdf file)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. This Assignment shall be governed by, and construed in accordance with, the Laws (without regard to the choice of Law or conflict of Law rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned do hereby execute this Assignment effective as of the day and year first above written.

ASSIGNOR: S&ME, INC.

DocuSigned by:
Matt Ryan
E75438C32A8040D...

By:_____

Name: Matt Ryan

Title: President and CEO

ASSIGNEE: INSPIRE PLACEMAKING COLLECTIVE, INC.

By:_____

Name: George Kramer

Title: President

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CONSENT OF CLIENT

The undersigned, as "Client" under that certain Agreement, as more fully described above, hereby affirms and consents to the assignment and assumption of the Agreement by **S&ME, INC.** ("**Assignor**") to **INSPIRE PLACEMAKING COLLECTIVE, INC.** ("**Assignee**"), pursuant to this Assignment, and further certifies:

1. The Agreement as set forth on Exhibit "A" attached hereto and which is made a part hereof, constitutes the entire agreement between the parties to it and has not been modified or amended.

2. The Agreement, as of the date hereof, is in full force and effect, binding and enforceable in accordance with its terms, and there are no other agreements, whether oral or written, or understandings of any nature between Client and Assignor which modify or amend the Agreement in any respect whatsoever.

3. There exists no default by Assignor or Client under the terms of the Agreement, and there are no claims, actions, suits, or proceedings pending or that have been threatened by Client against Assignor.

4. This assignment and assumption now represents a formal modification of the Agreement per the provisions of Article 6.2

The person executing this consent to assignment is duly authorized and empowered in all respects to do so on behalf of the undersigned Client.

CITY OF KISSIMMEE

By: _____

Mike Steigerwald, City Manager

Date: 2/2/23

Exhibit "A": Agreement

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Exhibit "A"

AGREEMENT

[Attached]

DocuSign Envelope ID: 4E9ECD51-1C80-4324-A353-68F4B48ACD1C

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

THIS AGREEMENT made and entered into this 6 day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter "CITY") and S&ME, Inc., 1615 Edgewater Drive, Suite # 200 Orlando, Florida 32804 (hereinafter "CONSULTANT") and each represents as follows:

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

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

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

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

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

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

Article 1. Consultant's Services.

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

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

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

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

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

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

Article 2. Term.

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

Article 3. City's Responsibilities.

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

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

3.3 The CITY shall provide timely reviews of CONSULTANT's draft work products,

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ensuring that all appropriate CITY departments and external agencies, as appropriate, have an opportunity to review and comment on draft work products.

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

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

Article 4. Ownership and Use Documents.

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

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

Article 5. Termination.

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

5.2 If the CITY terminates this Agreement due to a default by CONSULTANT in performance of any provision herein, the CITY shall not be responsible for payment to

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CONSULTANT for any work in default or not completed in accordance with the provisions of this Agreement.

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

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

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

Article 6. Miscellaneous Provisions.

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

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

6.3 Entire Agreement. This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

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

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

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

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

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

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

6.10 Indemnity. The CITY shall not assume any liability for the acts, omissions, or negligence of CONSULTANT, its agents, servants, or employees; nor shall CONSULTANT exclude liability for its own acts, omissions, or negligence to the CITY. CONSULTANT agrees to be responsible for all claims of any nature, including but not limited to injury, death, and

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property damage, arising out of activities related to this Agreement by CONSULTANT. CONSULTANT shall be responsible for all work performed in connection with the Agreement. CONSULTANT may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities. CONSULTANT agrees to not enter into any agreements, contracts, or understandings with any vendor in any manner or way inconsistent with the terms and conditions of this Agreement.

6.11 Time is of the essence to this Agreement.

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

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

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

A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services required under this Agreement;

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

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

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

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

Article 7. Payments and Basis of Compensation

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

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and CONSULTANT, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous services that may be required from time to time. Exhibit "B" may be modified biannually throughout the effective term of this Agreement with the written consent and in the sole discretion of the CITY's Representative, the consent thereto will not be unreasonably withheld.

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

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

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

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

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consultants as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car, and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services, and only if authorized in advance by the CITY.

7.6 CONSULTANT'S ACCOUNTING RECORDS

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

Article 8. Notices.

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

CITY OF KISSIMMEE	**CONSULTANT**
Ashley Cornelison	George Kramer, AICP, LEED AP
Senior Planner	Area Manager, Placemaking
City of Kissimmee Development Services Department	S&ME, Inc.
101 Church Street	1615 Edgewater Drive, Suite # 200
Kissimmee, Florida 34741	Orlando, Florida 32804
Ashley.Cornelison@kissimmee.gov	gkramer@smeinc.com

Article 9 - Insurance Requirements

9.1 CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, its agents, representatives and employees. The cost of such insurance shall be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to

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execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

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

A. Commercial General Liability: $1,000,000 combined single limit per occurrence and $2,000,000 annual aggregate for bodily injury, personal injury and property damage.

B. Auto Liability: $1,000,000 combined single limit per occurrence and $1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.

C. Workers' Compensation insurance as required by the State of Florida.

D. Employer's Liability: $1,000,000 limit per occurrence, $1,000,000 annual aggregate for disease and $1,000,000 limit for disease of an individual employee.

E. Professional Liability: $1,000,000 limit each claim and $2,000,000 yearly aggregate of claims.

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

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

A. The CONSULTANT shall furnish the CITY with a certificate of insurance specifically stating the RFQ number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be received by the CITY's Representative by January 15th of each year this Agreement is in effect.

B. If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

C. The CONSULTANT shall be responsible for their subconsultants and their insurance. Subconsultants are to provide Certificates of Insurance to the CITY evidencing coverage

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and terms in accordance with the CONSULTANT's requirements.

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

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

SIGNATURE PAGE TO FOLLOW

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

CITY OF KISSIMMEE:

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

Attest:
Linda S Hansell
City Clerk

Approved as to form & legality
Olga Sanchez Cruz
City Attorney

CONSULTANT:

Signature
George Kramer
Printed Name
Title: Area Manager
Date: 5/12/21

STATE OF FLORIDA
COUNTY OF ~~OSCEOLA~~ ORANGE

The foregoing instrument was acknowledged before me by means of X physical presence or ☐ online notarization, this 12 day of MAY, 2021 by GEORGE KRAMER, as AREA MANAGER, who is personally known to me or has produced _____ as identification.

Elizabeth A. Nax
Notary Public

ELIZABETH A. NAX
(Print, Type or Stamp Name)

Notary Public State of Florida
Elizabeth A Nax
My Commission HH 001519
Expires 05/19/2024

My Commission Expires: 5.19.2024

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

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

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

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

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

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IV. Geographic Information Systems (GIS) Mapping and Support.

V. Graphics / Renderings
   a. Landscape renderings;
   b. Photo montages;
   c. Concept plans; and/ or
   d. Branding and publications.

VI. Public Involvement / Consensus Building

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EXHIBIT "B"

CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES HOURLY RATES

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

SCHEDULE OF HOURLY RATES
2021

Classification	Hourly Rates
Principal/Sr. Project Manager/Project Manager/Design Manager	$ 140.00 to $ 305.00
Assistant Project Manager	$ 125.00 to $ 155.00
Sr. Professional Engineer/ Sr. Landscape Architect/ Sr. Planner	$ 145.00 to $ 255.00
Professional Engineer/Landscape Architect/ Planner	$ 100.00 to $ 155.00
Intern Engineer/Landscape Architect/Planner	$ 90.00 to $ 120.00
Registered Land Surveyor/Survey Manager	$ 105.00 to $ 210.00
Survey Coordinator	$ 95.00 to $ 130.00
One Man Survey Crew	$ 110.00 to $ 150.00*
Two Man Survey Crew	$ 135.00 to $ 185.00*
Three Man Survey Crew	$ 175.00 to $ 220.00*
CAD or GIS Technician / Survey Technician	$ 65.00 to $ 150.00
Administrative	$ 55.00 to $ 85.00

Hourly Rate Schedule is Effective January 1, 2019 through December 31, 2021

** Rates vary by location*

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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)
Umbrella policy extends over General Liability, Automobile Liability and Employers' Liability coverages

In the event the Company cancels the General Liability, Automobile Liability and Employers' Liability policies for any statutorily permitted reason other than non-payment of premium, the Company agrees to provide ninety (90) days' notice of cancellation of the Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of the Policy

FOR INFORMATION PURPOSES ONLY

CERTIFICATE HOLDER	CANCELLATION
S&ME Inc. 1615 Edgewater Drive, Suite 200 Orlando FL 32804	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

REQUIRED FORMS

7

EXHIBIT C - INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/30/2020

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: Tiffany Davenport
McGriff Insurance Services 2106 W. Laburnum Ave Suite 300 PO Box 17370 Richmond VA 23227	PHONE (A/C, No, Ext): 804-678-5026 FAX (A/C, No): 888-751-3010 E-MAIL ADDRESS: certificateswaw@mcgriffinsurance.com
INSURED S&ME Inc. 1615 Edgewater Drive, Suite 200 Orlando, FL 32804	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Valley Forge Insurance Company 20508 INSURER B : Travelers Property Casualty Co of Amer 25674 INSURER C : American Casualty Co of Reading PA 20427 INSURER D : INSURER E : INSURER F :

COVERAGES | CERTIFICATE NUMBER: 321536988 | 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			6042B44344	7/1/2020	7/1/2021	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 1,000,000 MED EXP (Any one person) $ 15,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER: $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BUA6042844313	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ZUP61M823952INF	7/1/2020	7/1/2021	EACH OCCURRENCE $ 5,000,000 AGGREGATE $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC87865178Z	7/1/2020	7/1/2021	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)
Umbrella policy extends over General Liability, Automobile Liability and Employers' Liability coverages

In the event the Company cancels the General Liability, Automobile Liability and Employers' Liability policies for any statutorily permitted reason other than non-payment of premium, the Company agrees to provide ninety (90) days' notice of cancellation of the Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of the Policy

FOR INFORMATION PURPOSES ONLY

CERTIFICATE HOLDER	CANCELLATION
S&ME Inc. 1615 Edgewater Drive, Suite 200 Orlando FL 32804	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 KBlank

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2020

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 McGriff Insurance Services 2108 W. Laburnum Ave Suite 300 PO Box 17370 Richmond VA 23227	CONTACT NAME: Sandy Krevonick PHONE (A/C, No, Ext): 804-678-5026 FAX (A/C, No): 888-751-3010 E-MAIL ADDRESS: skrevonick@mcgriffinsurance.com
INSURED S&ME Inc 1615 Edgewater Drive, Suite 200 Orlando, FL 32804	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL Specialty Insurance Company — 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1128092639 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE $ AGGREGATE $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) / Y/N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
A	Professional Liability			DPR9962088	7/1/2020	7/1/2021	$5,000,000 / $5,000,000 Per Claim / Aggregate

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

In the event that the Companies cancel the Professional Liability policy for any statutorily permitted reason other than non-payment of premium, the Companies agree to provide thirty (30) days' notice of cancellation of the Policies to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of the Policies.

FOR INFORMATION PURPOSES ONLY

CERTIFICATE HOLDER

S&ME Inc
1615 Edgewater Drive, Suite 200
Orlando FL 32804

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

KBlanchard

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/12/2021

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

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

PRODUCER
McGriff Insurance Services
2108 W. Laburnum Ave Suite 300
PO Box 17370
Richmond VA 23227

CONTACT NAME: Sandy Krevonick
PHONE (A/C, No, Ext): 804-678-5026 FAX (A/C, No): 888-751-3010
E-MAIL ADDRESS: skrevonick@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Company	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
S&ME Inc.
1615 Edgewater Drive, Suite 200
Orlando, FL 32804

35SMEINC

COVERAGES **CERTIFICATE NUMBER:** 421915679 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9962088	7/1/2020	7/1/2021	5,000,000 5,000,000	Per Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
In the event that the Companies cancel the Professional Liability policy for any statutorily permitted reason other than non-payment of premium, the Companies agree to provide thirty (30) days' notice of cancellation of the Policies to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of the Policies.

Project: Kissimmee Planning

CERTIFICATE HOLDER

City of Kissimmee
Attn: Ashley Cornelison
101 Church Street
Kissimmee FL 34741

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
KBlanchard

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

7/1/2021

DATE (MM/DD/YYYY) 5/13/2021

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

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

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C : American Casualty Company of Reading, PA	20427
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1492483 S&ME INC.
1615 EDGEWATER DRIVE, SUITE 200
ORLANDO FL 32804

COVERAGES **CERTIFICATE NUMBER:** 17567054 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	N	6042844344	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY	Y	N	BUA6042844313	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000	N	N	ZUP51M6239520NF	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC678651782	7/1/2020	7/1/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 21-1186. KISSIMMEE PLANNING. CITY OF KISSIMMEE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

17567054
CITY OF KISSIMMEE
ATTN: MS. ASHLEY CORNELISON
101 CHURCH STREET
KISSIMEE FL 34741

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
Joseph M Agnello

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EXHIBIT "B"
ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL CONSULTANT SERVICES AGREEMENT RELATED TO GENERAL PLANNING FOR THE CITY OF KISSIMMEE

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EXHIBIT "B"

ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL CONSULTANT SERVICES AGREEMENT RELATED TO GENERAL PLANNING FOR THE CITY OF KISSIMMEE

THIS ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT (this "**Assignment**") is made and entered into this 2 day of February, 2023, by and between **S&ME, INC.**, a North Carolina corporation ("**Assignor**"), and **INSPIRE PLACEMAKING COLLECTIVE, INC.**, a Florida corporation ("**Assignee**").

RECITALS

WHEREAS, Assignor and [City of Kissimmee] ("**Client**"), are parties to that certain [Professional Consultant Services Agreement] dated [July 6, 2021], for the provision of General Planning services thereto, and all purchase orders, task orders, or other such work authorizations thereto (collectively, the "**Agreement**"), true and correct copies of which are attached hereto as Exhibit "A";

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement, dated as of December 30, 2022 (as supplemented, amended, restated or otherwise modified from time to time, the "**Purchase Agreement**"); and

WHEREAS, Assignor desires to assign, and Assignee desires to assume, all of Assignor's rights, title and interest in and to the Agreement pursuant and subject to the terms of this Assignment and the Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's rights, title and interest in and to the Agreement.

2. Upon the terms and subject to the conditions of the Purchase Agreement, Assignee hereby assumes all rights, title, and interest of Assignor in the Agreement and agrees to be bound by and to fully perform and carry out the duties and obligations of Assignor in and relating to the Agreement from and after the date hereof.

3. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. If any conflict or inconsistency exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. Assignor acknowledges and agrees that it shall do, execute, acknowledge and deliver all such further acts, deeds, transfers, assignments, conveyances and assurances for the better assigning, granting, transferring, conveying and conferring unto Assignee, its successors, and assigns all the rights hereby granted, transferred, conveyed, assigned and delivered as Assignee or its successors or permitted assigns shall require.

5. This Assignment may be executed in two or more counterparts (including by electronic means (via facsimile, DocuSign or emailed .pdf file)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. This Assignment shall be governed by, and construed in accordance with, the Laws (without regard to the choice of Law or conflict of Law rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned do hereby execute this Assignment effective as of the day and year first above written.

ASSIGNOR: S&ME, INC.

DocuSigned by:
Matt Ryan
E75438C32A8040D...

By:_____

Name: Matt Ryan

Title: President and CEO

ASSIGNEE: INSPIRE PLACEMAKING COLLECTIVE, INC.

By:_____

Name: George Kramer

Title: President

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CONSENT OF CLIENT

The undersigned, as "Client" under that certain Agreement, as more fully described above, hereby affirms and consents to the assignment and assumption of the Agreement by **S&ME, INC.** ("**Assignor**") to **INSPIRE PLACEMAKING COLLECTIVE, INC.** ("**Assignee**"), pursuant to this Assignment, and further certifies:

1. The Agreement as set forth on Exhibit "A" attached hereto and which is made a part hereof, constitutes the entire agreement between the parties to it and has not been modified or amended.

2. The Agreement, as of the date hereof, is in full force and effect, binding and enforceable in accordance with its terms, and there are no other agreements, whether oral or written, or understandings of any nature between Client and Assignor which modify or amend the Agreement in any respect whatsoever.

3. There exists no default by Assignor or Client under the terms of the Agreement, and there are no claims, actions, suits, or proceedings pending or that have been threatened by Client against Assignor.

4. This assignment and assumption now represents a formal modification of the Agreement per the provisions of Article 6.2

The person executing this consent to assignment is duly authorized and empowered in all respects to do so on behalf of the undersigned Client.

CITY OF KISSIMMEE

By: _____

Mike Steigerwald, City Manager

Date: 2/2/23

Exhibit "A": Agreement

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Exhibit "A"

AGREEMENT

[Attached]

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

THIS AGREEMENT made and entered into this 6 day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter "CITY") and S&ME, Inc., 1615 Edgewater Drive, Suite # 200 Orlando, Florida 32804 (hereinafter "CONSULTANT") and each represents as follows:

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

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

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

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

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

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

Article 1. Consultant's Services.

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

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

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

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

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

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

Article 2. Term.

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

Article 3. City's Responsibilities.

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

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

3.3 The CITY shall provide timely reviews of CONSULTANT's draft work products,

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ensuring that all appropriate CITY departments and external agencies, as appropriate, have an opportunity to review and comment on draft work products.

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

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

Article 4. Ownership and Use Documents.

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

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

Article 5. Termination.

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

5.2 If the CITY terminates this Agreement due to a default by CONSULTANT in performance of any provision herein, the CITY shall not be responsible for payment to

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CONSULTANT for any work in default or not completed in accordance with the provisions of this Agreement.

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

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

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

Article 6. Miscellaneous Provisions.

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

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

6.3 Entire Agreement. This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

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

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

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

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

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

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

6.10 Indemnity. The CITY shall not assume any liability for the acts, omissions, or negligence of CONSULTANT, its agents, servants, or employees; nor shall CONSULTANT exclude liability for its own acts, omissions, or negligence to the CITY. CONSULTANT agrees to be responsible for all claims of any nature, including but not limited to injury, death, and

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property damage, arising out of activities related to this Agreement by CONSULTANT. CONSULTANT shall be responsible for all work performed in connection with the Agreement. CONSULTANT may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities. CONSULTANT agrees to not enter into any agreements, contracts, or understandings with any vendor in any manner or way inconsistent with the terms and conditions of this Agreement.

6.11 Time is of the essence to this Agreement.

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

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

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

A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services required under this Agreement;

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

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

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

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

Article 7. Payments and Basis of Compensation

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

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and CONSULTANT, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous services that may be required from time to time. Exhibit "B" may be modified biannually throughout the effective term of this Agreement with the written consent and in the sole discretion of the CITY's Representative, the consent thereto will not be unreasonably withheld.

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

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

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

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

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consultants as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car, and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services, and only if authorized in advance by the CITY.

7.6 CONSULTANT'S ACCOUNTING RECORDS

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

Article 8. Notices.

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

CITY OF KISSIMMEE	**CONSULTANT**
Ashley Cornelison	George Kramer, AICP, LEED AP
Senior Planner	Area Manager, Placemaking
City of Kissimmee Development Services Department	S&ME, Inc.
101 Church Street	1615 Edgewater Drive, Suite # 200
Kissimmee, Florida 34741	Orlando, Florida 32804
Ashley.Cornelison@kissimmee.gov	gkramer@smeinc.com

Article 9 - Insurance Requirements

9.1 CONSULTANT shall procure and maintain for the duration of and in full compliance with the Agreement, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the delivery and supply of products, materials and/or services to the CITY by the CONSULTANT, its agents, representatives and employees. The cost of such insurance shall be borne by the CONSULTANT or its subconsultant, if applicable. CONSULTANT shall supply evidence of all coverages required herein prior to

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execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.

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

A. Commercial General Liability: $1,000,000 combined single limit per occurrence and $2,000,000 annual aggregate for bodily injury, personal injury and property damage.

B. Auto Liability: $1,000,000 combined single limit per occurrence and $1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.

C. Workers' Compensation insurance as required by the State of Florida.

D. Employer's Liability: $1,000,000 limit per occurrence, $1,000,000 annual aggregate for disease and $1,000,000 limit for disease of an individual employee.

E. Professional Liability: $1,000,000 limit each claim and $2,000,000 yearly aggregate of claims.

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

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

A. The CONSULTANT shall furnish the CITY with a certificate of insurance specifically stating the RFQ number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be received by the CITY's Representative by January 15th of each year this Agreement is in effect.

B. If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

C. The CONSULTANT shall be responsible for their subconsultants and their insurance. Subconsultants are to provide Certificates of Insurance to the CITY evidencing coverage

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and terms in accordance with the CONSULTANT's requirements.

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

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

SIGNATURE PAGE TO FOLLOW

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

CITY OF KISSIMMEE:

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

Attest:

Linda S Hansell
City Clerk

Approved as to form & legality

Olga Sanchez
City Attorney

CONSULTANT:

Signature

George Kramer
Printed Name

Title: Area Manager

Date: 5/12/21

STATE OF FLORIDA
COUNTY OF ~~OSCEOLA~~ ORANGE

The foregoing instrument was acknowledged before me by means of X physical presence or ☐ online notarization, this 12 day of MAY, 2021 by GEORGE KRAMER, as AREA MANAGER, who is personally known to me or has produced _____ as identification.

Elizabeth A. Nax
Notary Public

ELIZABETH A. NAX

(Print, Type or Stamp Name)

My Commission Expires: 5.19.2024

Notary Public State of Florida
Elizabeth A Nax
My Commission HH 001519
Expires 05/19/2024

DocuSign Envelope ID: 4E9ECD51-1C80-4324-A353-68F4B48ACD1C

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

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

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

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

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

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IV. Geographic Information Systems (GIS) Mapping and Support.

V. Graphics / Renderings
   a. Landscape renderings;
   b. Photo montages;
   c. Concept plans; and/ or
   d. Branding and publications.

VI. Public Involvement / Consensus Building

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EXHIBIT "B"

CITY OF KISSIMMEE PROFESSIONAL PLANNING CONSULTING SERVICES HOURLY RATES

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

WORK SCHEDULE 6

EXHIBIT B - HOURLY RATES

SCHEDULE OF HOURLY RATES

2021

Classification	Hourly Rates
Principal/Sr. Project Manager/Project Manager/Design Manager	$ 140.00 to $ 305.00
Assistant Project Manager	$ 125.00 to $ 155.00
Sr. Professional Engineer/ Sr. Landscape Architect/ Sr. Planner	$ 145.00 to $ 255.00
Professional Engineer/Landscape Architect/ Planner	$ 100.00 to $ 155.00
Intern Engineer/Landscape Architect/Planner	$ 90.00 to $ 120.00
Registered Land Surveyor/Survey Manager	$ 105.00 to $ 210.00
Survey Coordinator	$ 95.00 to $ 130.00
One Man Survey Crew	$ 110.00 to $ 150.00*
Two Man Survey Crew	$ 135.00 to $ 185.00*
Three Man Survey Crew	$ 175.00 to $ 220.00*
CAD or GIS Technician / Survey Technician	$ 65.00 to $ 150.00
Administrative	$ 55.00 to $ 85.00

Hourly Rate Schedule is Effective January 1, 2019 through December 31, 2021

** Rates vary by location*

City of Kissimmee, Florida RFQ 2021-001 Professional Planning Consulting 35

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		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)
Umbrella policy extends over General Liability, Automobile Liability and Employers' Liability coverages.

In the event the Company cancels the General Liability, Automobile Liability and Employers' Liability policies for any statutorily permitted reason other than non-payment of premium, the Company agrees to provide ninety (90) days' notice of cancellation of the Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of the Policy.

FOR INFORMATION PURPOSES ONLY

CERTIFICATE HOLDER

S&ME Inc.
1615 Edgewater Drive, Suite 200
Orlando FL 32804

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

REQUIRED FORMS

7

EXHIBIT C - INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2020

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 McGriff Insurance Services 2108 W. Laburnum Ave Suite 300 PO Box 17370 Richmond VA 23227	**CONTACT NAME:** Tiffany Davenport **PHONE (A/C, No, Ext):** 804-678-5026 **FAX (A/C, No):** 888-751-3010 **E-MAIL ADDRESS:** certificatesvawv@mcgriffinsurance.com
INSURED 35SMEINC S&ME Inc. 1615 Edgewater Drive, Suite 200 Orlando, FL 32804	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Valley Forge Insurance Company 20508 **INSURER B :** Travelers Property Casualty Co of Amer 25674 **INSURER C :** American Casualty Co of Reading PA 20427 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 321536988 **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			6042844344	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			BUA6042844313	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR			ZUP51M6239520NF	7/1/2020	7/1/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			WC678651782	7/1/2020	7/1/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella policy extends over General Liability, Automobile Liability and Employers' Liability coverages.

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FOR INFORMATION PURPOSES ONLY

CERTIFICATE HOLDER

S&ME Inc
1615 Edgewater Drive, Suite 200
Orlando FL 32804

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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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2020

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.

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PRODUCER McGriff Insurance Services 2108 W. Laburnum Ave Suite 300 PO Box 17370 Richmond VA 23227	CONTACT NAME: Sandy Krevonick PHONE (A/C, No, Ext): 804-678-5026 FAX (A/C, No): 888-751-3010 E-MAIL ADDRESS: skrevonick@mcgriffinsurance.com
INSURED 355MEINC S&ME Inc 1615 Edgewater Drive, Suite 200 Orlando, FL 32804	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL Specialty Insurance Company — 37885 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1128692639 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9962088	7/1/2020	7/1/2021	5,000,000 5,000,000	Per Claim Aggregate

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

In the event that the Companies cancel the Professional Liability policy for any statutorily permitted reason other than non-payment of premium, the Companies agree to provide thirty (30) days' notice of cancellation of the Policies to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of the Policies.

FOR INFORMATION PURPOSES ONLY

CERTIFICATE HOLDER	CANCELLATION
S&ME Inc. 1615 Edgewater Drive, Suite 200 Orlando FL 32804	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 KBlanchard

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/12/2021

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PRODUCER McGriff Insurance Services 2108 W. Laburnum Ave Suite 300 PO Box 17370 Richmond VA 23227	CONTACT NAME: Sandy Krevonick PHONE (A/C, No, Ext): 804-678-5026 FAX (A/C, No): 888-751-3010 E-MAIL ADDRESS: skrevonick@mcgriff.com
INSURED 35SMEINC S&ME Inc. 1615 Edgewater Drive, Suite 200 Orlando, FL 32804	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL Specialty Insurance Company — 37885 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 421915679 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9962088	7/1/2020	7/1/2021	5,000,000 5,000,000	Per Claim Aggregate

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

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Project: Kissimmee Planning

CERTIFICATE HOLDER

City of Kissimmee
Attn: Ashley Cornelison
101 Church Street
Kissimmee FL 34741

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

K Blanchard

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

7/1/2021

DATE (MM/DD/YYYY) 5/13/2021

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	20508
INSURED 1492483 S&ME INC. 1615 EDGEWATER DRIVE, SUITE 200 ORLANDO FL 32804	INSURER B : Travelers Property Casualty Co of America	25674
	INSURER C : American Casualty Company of Reading, PA	20427
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 17567054 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	N	6042844344	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS [X] HIRED AUTOS ONLY / [X] NON-OWNED AUTOS ONLY	Y	N	BUA6042844313	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000	N	N	ZUP51M6239520NF	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC678651782	7/1/2020	7/1/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: 21-1186. KISSIMMEE PLANNING. CITY OF KISSIMMEE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

17567054
CITY OF KISSIMMEE
ATTN: MS. ASHLEY CORNELISON
101 CHURCH STREET
KISSIMEE FL 34741

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

Joseph M Agnello

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SECOND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND GAI CONSULTANTS, INC. FOR CONTINUING PROFESSIONAL CONSULTANT SERVICES

THIS SECOND RENEWAL of the Agreement for Professional Consultant Services Related to General Planning for the City of Kissimmee is made this 17th day of June 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **GAI Consultants, Inc.**, located at 618 East South Street, Suite 700, Orlando, FL 32801, hereinafter known as "CONSULTANT". The CONSULTANT and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-001 "Continuing Services for Professional Planning Consultant"and opened all received bid proposals on February 22, 2021; and

WHEREAS, on July 06, 2021, the City of Kissimmee and GAI Consultants, Inc. entered into an Agreement for Professional Consultant Services (the "Original Agreement"); and

WHEREAS, on July 02, 2024, the Parties executed a First Renewal to the Agreement to exercise the option to renew the Agreement for an additional twelve (12) month period (hereinafter referred to as "First Renewal"); and

WHEREAS, the CITY determined the services and performance of CONSULTANT effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONSULTANT now mutually desire to extend the Original Agreement for an additional one (1) year period pursuant to the terms of same.

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. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this Second Renewal, the CITY and CONSULTANT agree to the terms and conditions of the First Renewal dated July 02, 2024, and Original Agreement dated July 2, 2021, incorporated herein by reference and attached hereto as **Exhibit "A"**.

3. **TERM.** The CITY and CONSULTANT agree to exercise the second and final one (1) year renewal provided under Article 2 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Effective Date.** The effective date of this Second Renewal of the Agreement between **CITY** and **GAI CONSULTANTS, INC.** is July 6, 2025.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Second Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

GAI CONSULTANTS, INC.

By: Pete Sedler

Title: Vice President

Date: June 1, 2025

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 2 day of June, 2025, by means of ☐ physical presence or ☐ online notarization by Pete Sedler as Vice President for GAI Consultants, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

STEPHANIE BARROWES
Notary Public - State of Florida
Commission # HH 509706
My Comm. Expires Mar 28, 2028
Bonded through National Notary Assn.

Notary: _____
Print Name: Stephanie Barrowes
My Commission Expires: March 28, 2028

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

EXHIBIT "A"
FIRST RENEWAL &
ORIGINAL AGREEMENT

FIRST RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND GAI CONSULTANTS, INC. FOR CONTINUING PROFESSIONAL CONSULTANT SERVICES

THIS FIRST RENEWAL of the Agreement for Professional Consultant Services Related to General Planning for the City of Kissimmee is made this 2nd day of July 2024, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **GAI Consultants, Inc.**, located at 618 East South Street, Suite 700, Orlando, FL 32801, hereinafter known as "CONSULTANT". The CONSULTANT and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-001 "Continuing Services for Professional Planning Consultant"and opened all received bid proposals on February 22, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and GAI Consultants, Inc. on July 6, 2021 (the "Orignial Ageement") and the initial term of the Agreement is set to expire ; and

WHEREAS, the CITY determined the services and performance of CONSULTANT effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONSULTANT now mutually desire to extend the Original Agreement for an additional year pursuant to the terms of same.

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. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Renewal, the CITY and CONSULTANT agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as **Exhibit "A"**.

3. **TERM.** The CITY and CONSULTANT agree to exercise the first one-year renewal provided under Article 2 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Effective Date.** The effective date of this First Renewal of the Agreement between **CITY** and **GAI CONSULTANTS, INC.** is July 6, 2024.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

GAI CONSULTANTS, INC.

By: _____

Title: Vice President

Date: June 13, 2024

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 13th day of June, 2024, by means of ☑ physical presence or ☐ online notarization by Peter C. Seahler, Vice President for GAI Consultants, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary: _____

CHRISTINA LORENZO NOTARY PUBLIC MY COMMISSION EXPIRES 1-28-2028 STATE OF FLORIDA COMMISSION NUMBER HH 449082

Notary: _____
Print Name: Christina Lorenzo
My Commission Expires: 01.28.2028

CITY OF KISSIMMEE

By: Olga Castano for
Olga Gonzalez, Mayor-Commissioner

Date: July 03, 2024

KISSIMMEE Founded 1883 IN GOD WE TRUST

ATTEST:

Linda S. Hansell
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
Olga Sanchez de Fuentes, City Attorney

EXHIBIT "A"
ORIGINAL AGREEMENT

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

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

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

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

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

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

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

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

Article 1. Consultant's Services.

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

package and any addenda thereto.

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

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

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

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

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

Article 2. Term.

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

Article 3. City's Responsibilities.

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

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

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

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

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

Article 4. Ownership and Use Documents.

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

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

Article 5. Termination.

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

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

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

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

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

Article 6. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

6.11 Time is of the essence to this Agreement.

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

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

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

A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services required under this Agreement;

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

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

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

CITY.

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

Article 7. Payments and Basis of Compensation

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

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and CONSULTANT, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous services that may be required from time to time. Exhibit "B" may be modified biannually throughout the effective term of this Agreement with the written consent and in the sole discretion of the CITY's Representative, the consent thereto will not be unreasonably withheld.

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

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

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

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

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car, and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services, and only if authorized in advance by the CITY.

7.6 CONSULTANT'S ACCOUNTING RECORDS

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

Article 8. Notices.

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

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

Article 9 - Insurance Requirements

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

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

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

A. Commercial General Liability: $1,000,000 combined single limit per occurrence and $2,000,000 annual aggregate for bodily injury, personal injury and property damage.

B. Auto Liability: $1,000,000 combined single limit per occurrence and $1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.

C. Workers' Compensation insurance as required by the State of Florida.

D. Employer's Liability: $1,000,000 limit per occurrence, $1,000,000 annual aggregate for disease and $1,000,000 limit for disease of an individual employee.

E. Professional Liability: $1,000,000 limit each claim and $2,000,000 yearly aggregate of claims.

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

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

A. The CONSULTANT shall furnish the CITY with a certificate of insurance specifically stating the RFQ number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be received by the CITY's Representative by January 15th of each year this Agreement is in effect.

B. If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

CITY OF KISSIMMEE:

Olga Gonzalez
Mayor-Commissioner
Date: 7/01e/2021

Attest:
Linda S. Hansell
City Clerk

Approved as to form & legality
City Attorney

CONSULTANT:

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

STATE OF FLORIDA
COUNTY OF OSCEOLA

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

CHRISTINA LORENZO
Notary Public - State of Florida
Commission # GG 919043
My Comm. Expires Jan 28, 2024
Bonded through National Notary Assn.

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

My Commission Expires: Jan. 28, 2024

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

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

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

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

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

IV. Geographic Information Systems (GIS) Mapping and Support.

V. Graphics / Renderings
   a. Landscape renderings;
   b. Photo montages;
   c. Concept plans; and/ or
   d. Branding and publications.

VI. Public Involvement / Consensus Building

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

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

EXHIBIT "B"

2020 Community Development Florida Rate Schedule

Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.
Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2021. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Labor Classification	Invoice Rate
CSG Expert Witness	$350.00
CSG Senior Director / VP	$275.00
CSG Senior Director	$245.00
CSG Director	$225.00
CSG Senior Manager / Asst. Director	$195.00
CSG Manager	$185.00
CSG Assistant Manager	$165.00
CSG Senior Project Professional	$145.00
CSG Project Professional	$130.00
CSG Senior Professional	$115.00
CSG Professional	$105.00
CSG Senior Technician	$95.00
CSG Technician 2	$85.00
CSG Technician 1	$65.00
Environmental Manager	$155.00
Project Environmental Specialist	$95.00
Expert Witness	$350.00
Principal	$300.00
Technical/Professional 22	$285.00
Technical/Professional 21	$265.00
Technical/Professional 20	$250.00
Technical/Professional 19	$240.00
Technical/Professional 18	$230.00
Technical/Professional 17	$220.00
Technical/Professional 16	$210.00
Technical/Professional 15	$200.00
Technical/Professional 14	$190.00
Technical/Professional 13	$180.00
Technical/Professional 12	$170.00
Technical/Professional 11	$160.00
Technical/Professional 10	$150.00
Technical/Professional 09	$140.00
Technical/Professional 08	$130.00
Technical/Professional 07	$120.00
Technical/Professional 06	$110.00
Technical/Professional 05	$100.00
Technical/Professional 04	$90.00
Technical/Professional 03	$80.00
Technical/Professional 02	$70.00
Technical/Professional 01	$60.00
Technical/Support 1	$50.00

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EXHIBIT "C"
DOCUMENTATION EVIDENCING SATISFACTION OF INSURANCE REQUIREMENTS

EXHIBIT "C"

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

TERRA INSURANCE COMPANY

DATE
04/20/21

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

City of Kissimmee
101 Church Street
Kissimmee, GL 34741

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

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

TYPE OF INSURANCE	Professional Liability	
POLICY NUMBER	**EFFECTIVE DATE**	**EXPIRATION DATE**
221018	01/01/21	12/31/21

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

PROJECT DESCRIPTION

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

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

NAME AND ADDRESS OF INSURED

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

ISSUING COMPANY:
TERRA INSURANCE COMPANY
(A Risk Retention Group)

David Coduto

President

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2706974

DATE (MM/DD/YYYY): 04/21/2021

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

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

PRODUCER	CONTACT NAME: Lockton Affinity	
Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	PHONE (A/C, No Ext): 877-320-9393	FAX (A/C, No): 913-652-7599
	E-MAIL ADDRESS: EFM@locktonaffinity.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Old Republic Insurance Company	24147
INSURED GAI Consultants, Inc. 385 East Waterfront Drive Homestead, PA 15120	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER REVISION NUMBER

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	Claims Made / Occur						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY / PROJECT / LOC						PRODUCTS - COMP/OP AGG	
	OTHER							
A	AUTOMOBILE LIABILITY	X		L243256-20	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	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					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

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

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

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OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Schedule

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

1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to include the person(s) or organization(s) designated in the Schedule above but only for damages:

   a. Which are covered by this insurance; and

   b. Which you have agreed to provide in a written contract.

2. The limits of insurance afforded to such person(s) or organization(s) will be:

   a. The minimum limits of insurance which you agreed to provide, or

   b. The limits of insurance of this policy

   whichever is less.

GAICONSUL1 PJORDAN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella coverage is Excess and follows form on the following policies:
COMMERCIAL GENERAL LIABILITY (INCL OH STOP GAP) - VALLEY FORGE POLICY NO. 6050488311
AUTOMOBILE LIABILITY - OLD REPUBLIC POLICY NO. L243256-20
EMPLOYER'S LIABILITY - VALLEY FORGE POLICY NO. 6050442655

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

CERTIFICATE HOLDER

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

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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CNA

CNA PARAMOUNT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Primary and Noncontributory Insurance

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

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

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

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

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

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

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

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

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

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

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

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SECOND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND VANASSE, HANGEN, BRUSTLIN, INC. (VHB) FOR CONTINUING PROFESSIONAL CONSULTANT SERVICES

THIS SECOND RENEWAL of the Agreement for Professional Consultant Services Related to General Planning for the City of Kissimmee is made this 17th day of June 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **Vanasse, Hangen, Brustlin, Inc. (VHB)**, located at 225 East Robinson Street, Suite 300, Orlando, FL 32801, hereinafter known as "CONSULTANT." The CONSULTANT and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-001 "Continuing Services for Professional Planning Consultant" and opened all received bid proposals on February 22, 2021; and

WHEREAS, on July 06, 2021, the City of Kissimmee and Vanasse, Hangen, Brustlin, Inc. (VHB) entered into an Agreement for Professional Consultant Services (the "Original Agreement"); and

WHEREAS, on July 02, 2024, the Parties executed a First Renewal to the Agreement to exercise the option to renew the Agreement for an additional twelve (12) month period (hereinafter referred to as "First Renewal"); and

WHEREAS, the CITY determined the services and performance of CONSULTANT effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONSULTANT now mutually desire to extend the Original Agreement for an additional (1) year period pursuant to the terms of same.

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. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this Second Renewal, the CITY and CONSULTANT agree to the terms and conditions of the First Renewal dated July 02, 2024, and Original Agreement dated July 2, 2021, incorporated herein by reference and attached hereto as **Exhibit "A"**.

3. **TERM.** The CITY and CONSULTANT agree to exercise the second and final one (1) year renewal provided under Article 2 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Effective Date.** The effective date of this Second Renewal of the Agreement between **CITY** and **VHB, INC.** is July 6, 2025.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Second Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

VANASSE, HANGEN, BRUSTLIN, INC. (VHB)

By:_____

Title: SRVP / SOUTHEAST REG. MGR.

Date: 6/3/2025

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 3rd day of June, 2025, by means of ☒ physical presence or ☐ online notarization by Matt T. Lamb as Southeast Regional Mgr for VHB, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

CATHLEEN JACKOWSKI
Notary Pubiic - State of Florida
Commission # HH 205728
My Comm. Expires Mar 28, 2026
Bonded through National Notary Assn.

Notary:_____
Print Name: Cathleen Jackowski
My Commission Expires: 3/28/2026

CITY OF KISSIMMEE

By:_____
Jackie Espinosa, Mayor-Commissioner

Date:_____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

EXHIBIT "A"
FIRST RENEWAL &
ORIGINAL AGREEMENT

FIRST RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND VANASSE, HANGEN, BRUSTLIN, INC. (VHB) FOR CONTINUING PROFESSIONAL CONSULTANT SERVICES

THIS FIRST RENEWAL of the Agreement for Professional Consultant Services Related to General Planning for the City of Kissimmee is made this 2nd day of July 2024, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **Vanasse, Hangen, Brustlin, Inc. (VHB)**, located at 225 East Robinson Street, Suite 300, Orlando, FL 32801, hereinafter known as "CONSULTANT." The CONSULTANT and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-001 "Continuing Services for Professional Planning Consultant"and opened all received bid proposals on February 22, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and VHB, Inc. on July 6, 2021 (the "Orignial Ageement") and the initial term of the Agreement is set to expire; and

WHEREAS, the CITY determined the services and performance of CONSULTANT effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONSULTANT now mutually desire to extend the Original Agreement for an additional year pursuant to the terms of same.

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. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Renewal, the CITY and CONSULTANT agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as **Exhibit "A"**.

3. **TERM.** The CITY and CONSULTANT agree to exercise the first one-year renewal provided under Article 2 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Effective Date.** The effective date of this First Renewal of the Agreement between **CITY** and **VHB, INC.** is July 6, 2024.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

VANASSE, HANGEN, BRUSTLIN, INC. (VHB)

By: M-W Hstl

Title: Managing Director, Orlando

Date: 6-13-2024

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 13th day of June, 2024, by means of ☒ physical presence or ☐ online notarization by Marc Hustad as Managing Director for VHB, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

LISA BOGEN
Notary Public - State of Florida
Commission # HH 515628
My Comm. Expires Apr 14, 2028
Bonded through National Notary Assn.

Notary: Lisa Bogen
Print Name: Lisa Bogen
My Commission Expires: 04/14/2028

CITY OF KISSIMMEE

By: Olga Castano for
Olga Gonzalez, Mayor-Commissioner

Date: July 03, 2024

ATTEST:

Linda S. Hansell
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
Olga Sanchez de Fuentes, City Attorney

EXHIBIT "A"
ORIGINAL AGREEMENT

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

THIS AGREEMENT made and entered into this 6 day of July, 2021 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter "CITY") and Vanasse, Hangen, Brustlin, Inc. (VHB), 225 East Robinson Street, Suite # 300 Orlando, Florida 32801 (hereinafter "CONSULTANT") and each represents as follows:

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

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

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

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

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

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

Article 1. Consultant's Services.

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

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

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

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

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

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

Article 2. Term.

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

Article 3. City's Responsibilities.

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

3.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the Scope of Services. CONSULTANT shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by the CITY.

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

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

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

Article 4. Ownership and Use Documents.

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

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

Article 5. Termination.

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

5.2 If the CITY terminates this Agreement due to a default by CONSULTANT in

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

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

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

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

Article 6. Miscellaneous Provisions.

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

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

6.3 Entire Agreement. This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written

instrument signed by both CITY and CONSULTANT.

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

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

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

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

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

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

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

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

6.11 Time is of the essence to this Agreement. CONSULTANT shall not be responsible for failure to perform or delays in the performance of services arising out of factors beyond the reasonable control or without the fault or negligence of CONSULTANT.

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

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

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

A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services required under this Agreement;

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

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

D. Meet all requirements for retaining public records and transfer, at no cost to the CITY, all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology system of the CITY.

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

Article 7. Payments and Basis of Compensation

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

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and CONSULTANT, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the CONSULTANT responding to the CITY's request for services relating to the miscellaneous services that may be required from time to time. Exhibit "B" may be modified biannually throughout the effective term of this Agreement with the written consent and in the sole discretion of the CITY's Representative, the consent thereto will not be unreasonably withheld.

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

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

7.4 Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous

period and work planned during the next period for all open task authorizations.

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

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car, and per diem (inclusive of meals and hotel).

C. Direct costs associated with the CONSULTANT engaging services for specialized studies and data collection, if required to complete the Scope of Services, and only if authorized in advance by the CITY.

7.6 CONSULTANT'S ACCOUNTING RECORDS

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

Article 8. Notices.

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

CITY OF KISSIMMEE	**CONSULTANT**
Ashley Cornelison	Curt Ostrodka, AICP, LEED AP
Senior Planner	Director of Community Planning
City of Kissimmee Development Services Department	Vanasse, Hangen, Brustlin, Inc. (VHB)
101 Church Street	225 East Robinson Street, Suite # 300
Kissimmee, Florida 34741	Orlando, Florida 32801
Ashley.Cornelison@kissimmee.gov	costrodka@VHB.com

Article 9 - Insurance Requirements

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

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

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

A. Commercial General Liability: $1,000,000 combined single limit per occurrence and $2,000,000 annual aggregate for bodily injury, personal injury and property damage.

B. Auto Liability: $1,000,000 combined single limit per occurrence and $1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.

C. Workers' Compensation insurance as required by the State of Florida.

D. Employer's Liability: $1,000,000 limit per occurrence, $1,000,000 annual aggregate for disease and $1,000,000 limit for disease of an individual employee.

E. Professional Liability: $1,000,000 limit each claim and $2,000,000 yearly aggregate of claims.

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

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

A. The CONSULTANT shall furnish the CITY with a certificate of insurance specifically stating the RFQ number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences. Certificates and endorsements shall be received by the CITY's Representative by January 15th of each year this Agreement is in effect.

B. If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the Agreement with the CITY, the CONSULTANT shall furnish

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

CITY OF KISSIMMEE:

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

Attest:
Linda S. Hansell
City Clerk

Approved as to form & legality
Olga Sanchez Cortes
City Attorney

CONSULTANT:

Signature

Paul W Yeargain, P.E.
Printed Name

Title: Managing Director

Date: 5-20-2021

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of May, 2021 by Paul W. Yeargain, as Managing Director, who is personally known to me or has produced _____ as identification.

CATHLEEN JACKOWSKI
Notary Public – State of Florida
Commission # GG 165083
My Comm. Expires Mar 28, 2022
Bonded through National Notary Assn.

Notary Public
Cathleen Jackowski
(Print, Type or Stamp Name)
My Commission Expires: 3/28/2022

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

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

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

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

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

IV. Geographic Information Systems (GIS) Mapping and Support.

V. Graphics / Renderings
   a. Landscape renderings;
   b. Photo montages;
   c. Concept plans; and/ or
   d. Branding and publications.

VI. Public Involvement / Consensus Building

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

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

7. Work Schedule

Staff Name	Staff Role	Technical/ Professional Level	Hourly Rate
Joe Barnes, AIA	Principal-in-Charge	23	$280
Curt Ostrodka, AICP, LEED AP	Project Manager	17	$205
Tyler Johnson, AICP	Deputy Project Manager	8	$115
James Sellen	Technical Advisor	22	$255
Fabricio Ponce, PE	Transportation Planning Task Leader	24	$300
Neale Stralow, PLA, AICP, ENV SP	Community Planning Task Leader	15	$185
Katie Shannon, AICP, CNU-a	Public Involvement Task Leader	8	$115
Stephen Osiecki, GISP	Geographic Information System (GIS) Task Leader	12	$155
Christopher Brown, PLA, ASLA	Graphics/Renderings Task Leader	16	$195
Kok Wan Mah, PE	Transportation Planning Support	12	$155
Demond Hazley, PE	Transportation Planning Support	17	$205
Courtney Reynolds, TDM-CP	Transportation Planning Support	16	$195
Kayla Finch, AICP	Transportation Planning Support	8	$115
Charles Adams	Market Analysis Support	25	$325
Erika Hughes	Community Planning Support	11	$145
Allison Stewart-Harris, AICP	Community Planning Support	15	$185
Jordan Crandall, AICP	Community Planning Support	6	$95
Erin Murphy	Community Planning Support – Historian	20	$235
Matt Hogan	Public Involvement Support	9	$125
Christen Callahan, GISP	GIS/Mapping Support	6	$95
Ryan Tury	Graphics/Renderings Support	6	$125
Ryan Noyes	Graphics/Renderings Support	17	$205

Incl PollutionLiab		PRIOR ACTS			Aggregate		

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

CERTIFICATE HOLDER	CANCELLATION
PROP0-1 Vanasse Hangen Brustlin, Inc VHB Eng Surveying Landscape Arch.& Geology PC, Vanasse Hangen Brustlin LLC, VHB Eng NC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

VANAS-1 OP ID: CL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/08/2020

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 781-245-5400 Poole Professional B&B of Mass 107 Audubon rd, #2, suite 305 Wakefield, MA 01880 Christopher A. Poole	CONTACT NAME: Christopher A. Poole PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Transportation Insurance Co.	20494
INSURER B : Safety Insurance Company	39454
INSURER C : Continental Casualty Company	20443
INSURER D : Valley Forge Insurance Company	20508
INSURER E : XL Specialty Insurance Company	37885
INSURER F :	

INSURED
Vanasse Hangen Brustlin, Inc
VHB Eng Surveying Landscape
Arch.& Geology PC, Vanasse Hangen Brustlin LLC, VHB Eng NC PC, VHB Metro DC LLC
P. O. Box 9151
Watertown, MA 02471

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	6018141932	05/01/2020	05/01/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
A	X Contract. Liab.			NO DEDUCTIBLE			MED EXP (Any one person)	$ 10,000
A	X Blanket Waiver			XCU COVERAGE INCL			PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						V. Papers	$ 1,500,000
C	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	OWNED AUTOS ONLY X SCHEDULED AUTOS	X	X	6018203376	05/01/2020	05/01/2021	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
	X 1501873 MA SAFETY NOH						Medical Expense	$ 5,000
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 14,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	6018203362 FOLLOWS FORM	05/01/2020	05/01/2021	AGGREGATE	$ 14,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A	X	6017185236 ALL STATES LONGSHORE/HA	05/01/2020	05/01/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Arch Eng Prof Liab			DPR9962765 FULL	07/19/2020	07/19/2021	Per Claim	5,000,000
	Incl PollutionLiab			PRIOR ACTS			Aggregate	5,000,000

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

CERTIFICATE HOLDER	CANCELLATION
PROP0-1 Vanasse Hangen Brustlin, Inc VHB Eng Surveying Landscape Arch.& Geology PC, Vanasse Hangen Brustlin LLC, VHB Eng NC PC, VHB Metro DC LLC	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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ITEM 7.D
Award of mowing contract with Rotolo Consultants Inc.

Request

Approval to award bid IFB2025-002, City Contract #20250296, to Rotolo Consultants, Inc in the amount of $599,269.

Explanation

Parks and Recreation, Public Works, and Procurement recently advertised a bid for landscaping services to include, but not limited to, mowing, trimming, edging, trash pick-up, weed control and blowing for Kissimmee Lakefront Park and over 70 Right of Way locations throughout the City. The submitted bids were opened on May 20, 2025, and a review committee evaluated the submissions and agreed that Rotolo Consultants, Inc was best qualified to perform the needed duties for both departments.

Rotolo Consultants submitted strong local references with local area experiences. Their diverse experience, equipment and commitment to high-quality work was evident in the committee's site visit. This contract amount is under budget and the contract will be in effect until September 30, 2026, with the option to renew for two 12-month terms if mutually agreed by both parties. The CIty Attorney and Procurement staff have approved and verified the contract and attachments. Staff also recommends the City Manager be granted authority to approve and sign any documents related to this contract.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150203-504646 00145303-503434		Decrease Decrease	$143,325 $677,080	$115,429 $483,840

Financial Summary:

The funds are available in both Parks (00150203-504646) and Public Works (00145303-503434) accounts as it is a joint contract.

Recommendation

Approval to award bid IFB2025-002 to Rotolo Consultants, Inc in the amount of $599,269.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

Attachment(s):
1. (S) Rotolo Consultants Contract for Mowing and Landscape

AGREEMENT FOR
GROUND MAINTENANCE SERVICES
BETWEEN THE CITY OF KISSIMMEE
AND CONTRACTOR

THIS AGREEMENT is made this _____ day of _____ 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 Rotolo Consultants, a Louisiana Corporation registered to do business in Florida, whose business address is 38001 Brownsvillage Road, Slidell, LA 70460 hereinafter "Contractor," collectively hereinafter referred to as the "Parties," and each represents as follows:

WITNESSETH

WHEREAS, City is in need of landscape maintenance services for various City owned properties, more particularly described herein the Scope of Services Section, and hereinafter collectively referred to as "Services"; and

WHEREAS, City issued an Invitation for Bid, IFB2025-002, (hereinafter "IFB" and attached hereto and incorporated herein as Exhibit A) to identify a vendor or vendors to perform these services; and

WHEREAS, upon a review of all submissions to the IFB, City has decided to enter this Agreement with Contractor to perform the Services; 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. **CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the IFB, which is attached hereto as Exhibit A, the Contractor's Proposal, which is attached hereto as Exhibit B, 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 C, and Exhibit B, in that order.

3. **TERM.** The term of this Agreement shall begin on the date that the Agreement becomes effective until September 30, 2026. The Parties have the option to extend this Agreement twice for two (2) twelve (12) month renewal terms.

4. **SCOPE OF WORK.** Contractor agrees to perform the Services outlined in Exhibit A, the IFB at Kissimmee Lakefront Park, 201 Lakeview Drive, Kissimmee, FL 34741, the City of Kissimmee Facilities and Services Center, 100 North Alaska Street, Kissimmee, FL 34741, and those locations further described in Attachment C of the IFB.

5. **MOWING CYCLES.** Contractor shall provide the Services pursuant to Exhibit A, the IFB, unless a Mowing Cycle is cancelled by the Contract Coordinator within twenty-four (24) hours prior to each Mowing Cycle. Additionally, the Contract Coordinator reserves the right to cancel or reschedule landscape maintenance at some sites, but not others.

6. **PAYMENT.** The City agrees to pay Contractor $15,365.87 per each Mowing Cycle satisfactorily completed. Such payment is consideration for performing the Services at each location described in Exhibit A, the IFB. Upon review and approval of the Contractor's invoice and verification that 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 until forty-five (45) days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

7. **PROJECT MANAGERS.** The Contract Coordinator, as that term in defined in the IFB, for the City is:

   Robert Carter
   Urban Forrester
   (407) 518-2340
   Robert.Carter@Kissimmee.gov

   Contractor shall provide a thoroughly competent Project Manager who shall be in charge of the work and, unless otherwise permitted by the IFB, be present during performance of this Agreement. Contractor's Project Manager for this Agreement is:

   Bill Sandritter
   Area Manager
   407-491-2338
   Bsandritter@rotoloconsultants.com

   Either Party may amend this Section by sending an email to the other Party in accordance with the Notice Section below.

8. **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.

9. **INDEMNIFICATION.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. 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 Contractor; and
   - Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

   Contractor shall be responsible for restoring, replacing, or repairing any property damaged by Contractor during the performance of this Agreement.

   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. The Contractor must indemnify, hold harmless and, at the option of the City Attorney's Office, defend or pay

for an attorney selected by the City Attorney's Office to defend City, 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, or agents, excepting only 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. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, anyone directly or indirectly employed by Contractor, 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 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.

10. **INSURANCE.** Contractor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Contractor's fault or negligence in connection with this Agreement. Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance policies naming City of Kissimmee as additional insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. 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 and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will not be less than the statutory amounts for Worker's Compensation and $300,000.00 for Employers' Liability.

b. **Comprehensive General Liability**: Contractor will provide coverage for all operations including, but not limited to Contractual, Products, and Completed Operations with limits of not less than $1,000,000.00.

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.

d. **Umbrella Insurance**: Contractor will provide umbrella coverage in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00.

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

City of Kissimmee	Contractor
Matt Libby	**Bill Sandritter**
Assistant Parks Director	**Area Manager**
101 Church Street	**38001 Brownsvillage Rd**
Kissimmee, FL 34741	**Slidell, LA 70460**
(407) 518-2332	**407-491-2338**
Matt.Libby@Kissimmee.gov	**BSandritter@rotoloconsultants.com**

Either party may change, by written notice as provided herein, the addresses or person for receipt of notices. All notices and other communications given pursuant to this Agreement to be served, given, or delivered upon either party shall be in writing and shall be sent by registered mail, or return receipt, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given, and delivered on the earlier of the following: (1) the date of actual receipt; (2) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (3) the next business day after any notice was delivered (on a business day to a receipted overnight delivery service of said notice accepted same).

12. 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 Contractor from the responsibility to the City for the proper completion of all work to be executed under this Agreement, and the Contractor shall not be released from the responsibility by any Subcontractor agreement the Contractor makes with others. If applicable, Contractor shall be required to furnish to the 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.

13. **NON-ASSIGNMENT.** Contractor shall not assign this Agreement or any portion hereof without the express written consent of the City.

14. **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.

15. **TERMINATION FOR CONVENIENCE.** The 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 the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the Parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the Contractor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

    Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the 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 the Contractor, unless specifically approved or requested by the City. Contractor shall, however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

16. **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 the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If Contractor does not take appropriate action within the ten (10) day period, the 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 the City can terminate the Agreement. If the 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 the Contractor; and if such cost shall exceed the balance due to Contractor, then the 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 any of the following circumstances occurred:

a. Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
b. 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.
c. 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.

17. **TAXES.** Contractor certifies that all state and federal tax exemptions applicable to City will be applied.

18. **WAIVER:** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance. Payment after a default shall not be deemed a waiver of any right or acceptance of defective performance.

19. **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.

20. **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.

21. **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.

22. **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.

23. **CHANGES IN WORK ITEMS OR SCOPE.** The City and the Contractor expressly agree that no changes in materials or description of work shall take place unless in writing and agreed upon by the Contractor and the City. All Change Orders must be approved by the City in accordance with City Purchasing Manual Policies and Procedures before work commences. No changes in the scope of work shall be made by the Contractor unless the Contractor has received a prior written Change Order signed by an authorized representative of the City, 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 Contractor as a result of Contractor's failure to properly evaluate the extent of the rehabilitation work.

24. **GUARANTEES AND WARRANTIES.** The 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 the 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 the Contractor.

25. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement in accordance with the provisions of Paragraph 16 above. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.

26. **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.

27. **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 Contractor.

28. **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. 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.

29. **NO WAIVER OF 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.

30. **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.

31. **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

32. 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.

33. **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.

34. **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 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.

35. **DISCRIMINATORY VENDOR LIST.** 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.

36. **FOREIGN GIFTS AND CONTRACTS.** Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

37. **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.

38. **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.

39. **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, 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.

40. **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.

41. **HUMAN TRAFFICKING.** Contractor shall provide City with a completed affidavit signed by an officer or representative of Contractor attesting, under penalty of perjury, that Contractor does not use coercion for labor or services as defined by section 787.06, Florida Statutes. See Exhibit C for a sample human trafficking affidavit.

42. **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.

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

ROTOLO CONSULTANTS, INC.
(CONTRACTOR)

By: _____

Title: CFO

Date: 6/9/25

STATE OF ~~FLORIDA~~ LA
COUNTY OF St Tammany

The foregoing instrument was acknowledged before me this 9th day of June, 2025, by means of ☑ physical presence or ☐ online notarization, Brian Rotolo as CFO for Rotolo Consultants, Inc., a Louisana Corporation, who is personally known to me or has produced identification.

Notary Seal:

Julie C Flanagan
Notary Public #12204
St. Tammany Parish, LA
My Commission is for life

Notary: _____
Print Name: Julie C Flanagan
My Commission Expires: with life

CITY OF KISSIMMEE

_____
City Manager or Designee

Date: _____

Attest:

_____
City Clerk

Approved as to form & legality

_____
City Attorney

EXHIBIT A
IFB

* INVITATION TO BID *

I. The CITY OF KISSIMMEE is seeking SEALED BIDS on the following:
Bid Number **IFB2025-002 Mowing and Landscape Services**

II. All bids must be submitted in a SEALED envelope and plainly marked with the bid number on the exterior of the bid envelope, one (1) original, one (1) copy and one (1) electronic copy on CD or Flash Drive.

III. To be considered bids MUST be delivered OR mailed to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

And time stamped on or before 2:00PM May 20, 2025.

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 3:00PM May 20, 2025.

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 timekeeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being bid will be shown on the Bid Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Bid Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the bid, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful bidder for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The bidder in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE BIDS AND 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 employees involved in the evaluation process is authorized during the bid evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the bid or proposal. Questions regarding the status of any bid or proposal should be directed to the Purchasing Agent. Bid awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any bid. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor Taxpayer Identification Number Attachment B, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the bidder. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the bidder's request and at the bidder's expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the bid. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished bid packages. However, it shall be the bidder's responsibility to verify with the Purchasing Office before the bid is submitted whether or not addenda have been issued and to obtain such addenda for submission with the bid. Receipt of any addenda issued must be acknowledged on the bid schedule.

1.15 BIDDERS CERTIFICATION

By signature on this bid, bidder certifies or in the case of a joint bid each party certifies that:

A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this bid.
B. That the bidder has not divulged or discussed his offer with other bidders.
C. Prices offered have been determined independently without collusion with other bidders for the purpose of restricting competition.
D. No attempt has been made to induce any potential bidder to submit or decline to submit an offer in response to this solicitation.

1.16 "NO BID" RESPONSE

Vendors electing to not submit bids in response to this solicitation should complete the attached "Notice to Bidders" form. Failure to return the form may result in your omission from future bid lists.

1.17 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.18 PROTEST

Any protest must be made within three (3) days following posting of the bid award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor, Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS: The following are special provisions set forth in this bid.

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.0l7, 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 and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to **procurement@kissimmee.gov** or faxed to 407-518-2208 not less than seven (7) days prior to the bid opening date.
Last day for emailed or faxed questions is 5:00PM, May 06, 2025; an addendum will be issued not later than 5:00PM, May 09, 2025 by email.

However, unless modified by a written addendum issued by the Purchasing Agent, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Agent for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing to all vendors who have received bid packages.

2.3 This bid contains pages 1 - 21. 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**: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. 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 Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

Contractor shall be responsible for restoring, replacing, or repairing any property damaged by Contractor during the performance of this Agreement.

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. The Contractor must indemnify, hold harmless and, at the option of the City Attorney's Office, defend or pay for an attorney selected by the City Attorney's Office to defend City, 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, or agents, excepting only 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. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, anyone directly or indirectly employed by Contractor, 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 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.
ney, 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.
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2.9 INSURANCE PROVISIONS: Contractor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Contractor's fault or negligence in connection with this Agreement. Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance policies naming City of Kissimmee as additional insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. 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 and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will not be less than the statutory amounts for Worker's Compensation and $300,000.00 for Employers' Liability.

b. **Comprehensive General Liability**: Contractor will provide coverage for all operations including, but not limited to Contractual, Products, and Completed Operations with limits of not less than $1,000,000.00.

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.

d. **Umbrella Insurance**: Contractor will provide umbrella coverage in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00.

2.10 BOND REQUIREMENT: This bid requires the following bond:

A. Performance bond issued by a surety licensed to do business in the state of Florida prior to commencement of work in the amount of $10,000.

2.11 Employees Information/Criminal History: The successful bidder shall be required to provide an annual comprehensive listing of all employees of the bidder who will be on the premises of the City of Kissimmee. This obligation is continuing in nature and must be updated from time to time by the successful bidder as additional employees are employed by the bidder. This information includes but is not limited to driver's licenses numbers and social security numbers.

A criminal background check on any personnel who may be assigned duties in any space at any City Facility will be obtained by the City of Kissimmee to be kept on file by the City personnel department and will be available to governing agencies upon official written request. Anyone working on the premises of the City without a background check on file will be cause for immediate termination of this contract and forfeiture of all bonds. The cost of this background

check is the responsibility of the bidder and will be invoiced by the City of Kissimmee. Anyone found to have any sexual offenses on their criminal background check, including arrests and not limited to convictions, shall be ineligible to work on City of Kissimmee premises.

2.12 LIABILITY: The successful bidder shall act as an independent contractor and not as an employee of the City of Kissimmee. The vendor will be required to indemnify, defend, hold and save harmless City of Kissimmee, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed.

2.13 CONFLICT OF INTEREST: All offers must disclose with their offer the name of any officer, director, or agent, who is also an officer or employee of the City of Kissimmee. Further, all bidders must disclose the name of any City of Kissimmee officer or employee who owns, directly or indirectly, an interest of the bidders' firm or any of its branches.

2.14 TERMINATION FOR CONVENIENCE: The City of Kissimmee reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the City of Kissimmee, the vendor shall only provide those services specifically approved or directed by the City of

Kissimmee. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City of Kissimmee shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of vendor.

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

2.15 LAWS GOVERNING THIS CONTRACT: Any contractual arrangement between the City of Kissimmee and the vendor shall be consistent with, and be governed by the ordinances or the City of Kissimmee, laws of the state of Florida both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in the City of Kissimmee.

2.16 MODIFICATIONS: Any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Kissimmee.

2.17 POST AWARD CONFERENCE: The successful bidder will meet with the Parks Supervisor within ten (10) days after notification to proceed for the purpose of providing proof of insurance, licensure, and to perform a walk-through of the maintenance sites covered by this contract. Any questions regarding the scope or requirements of this job should be resolved at this meeting prior to commencement of work. A schedule of mowing cycles will be established at this meeting.

2.18 FORM OF CONTRACT: The Contract agreement between the Contractor and the Owner will be furnished by the Owner with any amendments thereto.

2.19 PRICING: The lump price for furnishing all design, labor, and materials to do the work (required by the plans and specifications being provided by the bidder), will be shown on the enclosed “Schedule of Offers” and shall include all costs associated with the project.

2.20 TERM OF CONTRACT: Any contract resulting from this solicitation will be from date of signature through September 30, 2026 with two (2) optional 12-month renewals. The City reserves the right to cancel without cause on any or all locations.

2.21 SPECIAL PROVISIONS: Any offer should be substantially similar to the attached specifications. Any deviations should be clearly identified and explained.

A. Use of Premises: The contractor is responsible for all damages to the City of Kissimmee property and private property near the job site. The contractor will be responsible for restoring, replacing or repairing any damage which occurs during the performance of his work. The contractor is also responsible for the cleanup and removal of all debris, cuttings, accidental or otherwise, which occur as a result of his operations.

B. Supervisions of work: The contractor shall provide a thoroughly competent superintendent who shall oversee the work and be present during all normal maintenance.

2.22 PAYMENTS: Payments to the vendor shall be made only upon submission by the vendor of efficient proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. The vendor shall provide at the post award conference a payment schedule for

work phases. Payment to the vendor prior to initiation of the project and receipt by the City of Kissimmee for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. The Contract Coordinator shall sign off on invoices as proof of satisfactory completion.

Bills for the compensation of completed work shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof to the Kissimmee Parks and Recreation, Parks Operations Center, 20 Lakeshore Blvd., Kissimmee, FL 34741.

2.23 **PROPOSAL OF PUBLIC DOMAIN:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of Chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. Vendors shall not submit pages marked a proprietary or otherwise restricted.

2.24 **ASSIGNMENT:** Successful Proposer shall not assign his contract with the City of Kissimmee without prior approval of the City of Kissimmee.

2.25 The Contractor warrants that its services under this agreement shall be conducted in a thorough, efficient and workmanlike manner, promptly and with due diligence and care, and in accordance with the standard practices of the specified profession for the relevant geographical area. Any or all portions of the contract may **not** be sub-contracted out by the company awarded the bid.

2.26 **PRE-BID CONFERENCE:** A **NON-MANDATORY** pre-bid conference will be held 3:00PM April 29, 2025 in the Commission Chambers at City Hall 101 Church Street 1st Floor, 101 Church St., Kissimmee, FL 34741. **Bidders are expected to preview the sites prior to the pre-bid conference. A single addendum addressing questions will be issued after the pre-bid if required.**

2.27 **REFERENCES:** Provide with your bid a minimum of 3 current references for job of equal scope and 2 references from jobs no longer serviced.

2.28 Specific areas below require servicing after working hours and/or weekends.
Finalized schedule of mowing cycle for all areas will be agreed upon in post award conference. Schedule may change due to City of Kissimmee events.

3.0 **SPECIFICATIONS:** Landscape Maintenance at specific City of Kissimmee properties, rights of ways and easements. The properties include approximately 200 acres according to an estimate based on virtual mapping measurements that have not been confirmed for accuracy. The City seeks a single contract for all services covered by this solicitation, but, the City reserves the right to make multiple awards.

3.1 **SPECIAL REQUIREMENTS/QUALIFICATIONS:**

A. The Contractor shall have engaged in grounds maintenance for a period of not less than three (3) years.

B. The Contractor shall see that all equipment used is in good condition and maintained to achieve maximum operating efficiency at all times.

C. The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions in connection with this work. The Contractor shall provide the necessary protection to prevent damage, injury, or loss to all employees or visitors on the job site.

D. The contractor shall be solely and completely responsible for any MOT including but not limited to OSHA approved Men Working Signs, cones and safety vests.

3.2 SCOPE OF SERVICE:
The Contractor shall provide at the Contractor's expense all labor, materials, equipment supplies, plant material, and supervision for the performance of grounds maintenance work as specified.

3.3 LANDSCAPE MAINTENANCE LOCATIONS: See **Attachment C-1**

3.4 FREQUENCY OF SERVICE: Contractor shall perform landscape maintenance work according to the specifications provided in this RFP for a minimum of thirty (30) cycles during the initial term of this Agreement for Lakefront Park and Central Services, as further defined in Section 3.7 of this RFP below. Except for Lakefront Park and Central Services, Contractor shall perform landscape maintenance work according to the specifications provided in this RFP for a minimum of twenty-six (25) cycles and a maximum of forty (40) cycles during the initial term of this Agreement for all sites that are listed in Attachment C, as further defined in Section 3.6 below. Unless a cycle is cancelled by the City, ground maintenance cycles shall occur according to the Service Calendar, attached hereto and incorporated herein as Attachment D. If the Parties agree to extend this Agreement for a renewal term, then Contractor shall continue to perform ground maintenance work according to the minimum and maximum cycle requirements and Service Calendar as required during the initial term of this Agreement.

The Contract Coordinator or designee may cancel or reschedule landscape maintenance cycles twenty-four (24) hours prior to each individual maintenance cycle at the Contract Coordinator or designee's discretion by notifying Contractor's Project Manager by electronic mail or text message. For example, the Contract Coordinator or designee may cancel or reschedule a maintenance cycle based upon need or lack thereof, the scheduling of a special event, prevailing weather conditions or lack of funding. Additionally, the Contract Coordinator reserves the right to cancel or reschedule landscape maintenance at some sites, but not others.

Unless due to cancellations by the City, if Contractor fails during the initial or a renewal term of this Agreement to complete a minimum of twenty-five/twenty-six (25/26) cycles for sites listed in Section 3.6, then the compensation owed to Contractor during that term of the Agreement shall be reduced by five percent (5%). Unless due to cancellations by the City, if Contractor fails during the initial or a renewal term of this Agreement to complete a minimum of thirty (30) cycles for Lakefront Park or Central Services, then the compensation owed to Contractor during that term of the Agreement shall be reduced by ten percent (10%). In no event will the compensation owed to Contractor during the initial or a renewal term of this Agreement be reduced by more than ten percent (10%). City may recoup any reduction in compensation owed to Contractor by withholding payment in the amount of such reduction following an invoice from Contractor.

3.5 LANDSCAPE PLANT MAINTENANCE DESCRIPTIONS: The Contractor shall use Attachment B, which is attached hereto and incorporated herein, to determine the maintenance needs and expectations of the different plant species at all sites listed in Attachment C. City may modify Attachment B in City's discretion and such modifications become effective ten (10) business days after City provides written notice of such modifications to Contractor.

3.6 NONSPECIFIC LANDSCAPE MAINTENANCE SERVICES REQUIRED: For all areas except those specified in section 3.7 (See Maps **Attachment C-1**), Contractor shall provide the following landscape maintenance services:

3.6.1 LITTER AND DEBRIS REMOVAL: Contractor shall remove litter and debris, including but not limited to palm fronds, tree limbs, and other miscellaneous debris or litter, from all landscaped or

turf areas and sidewalks and roadways that are adjacent to the mowing site prior to mowing to prevent further distribution. Litter and debris shall be disposed of offsite by Contractor at Contractor's own expense.

3.6.2 MOWING: Contractor shall mow all grassed areas as specified in this RFP. Contractor shall mow all sod areas as needed so that no more than 1/3 of the leaf blades are removed per mowing. Contractor may use a mulching mower. Contractor shall ensure that mower blades are sufficiently sharp at all times to provide a quality cut. Contractor shall mow grass to a height that varies based upon type and variety. Contractor shall mow Bahia grass to a height of three and a half (3.5) inches. Contractor shall mow St. Augustine grass to between four (4) and four and a half (4.5) inches in height unless City notifies Contractor that St. Augustine grass should be grown higher due to environmental conditions.

3.6.3 CLIPPINGS AND TRIMMINGS: Contractor shall remove all clippings or trimmings (hereinafter "clippings") from the sidewalks, curbs, and roadways adjacent to the mowing site immediately after mowing and/or edging by blowing such clippings into the existing landscape. Contractor shall not sweep, blow, or otherwise dispose of clippings in sewer or storm drains or city trash receptacles. Contractor may not dispose of any vegetative material in any city trash receptacle and vegetative material that must be removed by Contractor shall be disposed of off site at the Contractor's expense. Contractor may blow any visible clumps of accumulated clippings within the existing turf so that such clippings are evenly distributed within the existing turf if no visible clumps of clippings remain on the grass surface thirty-six (36) hours after mowing. If such accumulated clippings cannot be evenly distributed within the existing turf in such manner, Contractor shall collect and remove all visible clumps of accumulated clippings.

3.6.4 EDGING/STRING TRIMMING: Contractor shall use string trimmers to trim under and around all obstructions including fences, buildings, trees, shrubbery, flower beds, posts, and any other objects on the property. Additionally, Contractor shall use string trimmers in areas where the terrain or the presence of water does not safely allow for the operation of a traditional mower. Where applicable, Contractor shall use string trimmers to trim in such locations to the existing water level. Contractor shall perform edging of all paved areas, curbs, sidewalks, and landscaping beds to ensure a well-manicured appearance. To determine proper edging and string trimmer requirements of different plant species see Attachment B.

3.6.5 WEED CONTROL: Contractor, at the Contractor's own expense, shall manually remove all weeds from plant beds, curbs, sidewalks, roads, tree rings and medians. Contractor shall replace any/all plant material and turf damaged due to weed removal at the contractor's expense.

3.6.6 HEDGE TRIMMING: Contractor shall trim hedges two (2) times per month hedge according to Attachment D, the Service Calendar. To determine proper hedging requirements of different plant species, see addendum B.

3.6.6 ORNAMENTAL PLANT REPLACEMENT: Contractor shall ensure that ornamental plants remain healthy and free of weeds year-round. Contractor shall remove and dispose of off site any dead or declining ornamental plant upon discovery. Contractor shall notify the City of the removal of any ornamental plant within seven (7) days of discovery and provide an estimate of the cost to replace such plant material with the same genius or species of plant material that is at least fifty (50) percent of the size of the replaced plant material. If City agrees to the estimate, Contractor shall replace the ornamental plant within seven (7) days of the City agreeing to the estimate. Contractor, at the Contractor's own expense, shall replace any plant materials damaged by Contractor.

3.6.7 SUPERVISION OF WORK CREW: Contractor shall provide supervision of all work crews at all times while performing work under this Agreement. In-person supervision is not required if the

work crew is provided equipment or another means to communicate with the work crews' supervision at all times. Contractor shall designate one member of each work crew with the authority to respond to inquiries about work details or priorities. Members of work crews shall wear shirts and maintain a well-kept appearance during performance of this Agreement.

3.7 SPECIFIC LANDSCAPE MAINTENANCE SERVICES REQUIRED: Only for the following areas; Lakefront Park and Central Services, 100 North Alaska Street, see **Attachment C- 2**, Contractor shall provide the following landscape maintenance services:

3.7.1 LITTER AND DEBRIS REMOVAL: Contractor shall remove litter and debris, including but not limited to palm fronds, tree limbs, and other miscellaneous debris or litter, from all landscaped or turf areas and sidewalks and roadways that are adjacent to the mowing site prior to mowing to prevent further distribution. Litter and debris shall be disposed of offsite by Contractor at Contractor's own expense.

3.7.2 MOWING: Contractor shall mow all grassed areas as specified in this RFP. Contractor shall mow all sod areas as needed so that no more than 1/3 of the leaf blades are removed per mowing. Contractor may use a mulching mower. Contractor shall ensure that mower blades are sufficiently sharp at all times to provide a quality cut. Contractor shall mow grass to a height that varies based upon type and variety. Contractor shall mow Bahia grass to a height of three and a half (3.5) inches. Contractor shall mow St. Augustine grass to between four (4) and four and a half (4.5) inches in height unless City notifies Contractor that St. Augustine grass should be grown higher due to environmental conditions.

3.7.3 CLIPPINGS AND TRIMMINGS: In the event of a fungal disease outbreak, Contractor shall collect and remove all clippings until the disease is undetectable. Contractor shall remove all clippings or trimmings (hereinafter "clippings") from the sidewalks, curbs, and roadways adjacent to the mowing site immediately after mowing and/or edging by blowing such clippings into the existing landscape. Contractor shall not sweep, blow, or otherwise dispose of clippings in sewer or storm drains or city trash receptacles. Contractor may not dispose of any vegetative material in any city trash receptacle and vegetative material that must be removed by Contractor shall be disposed of off site at the Contractor's expense. Contractor may blow any visible clumps of accumulated clippings within the existing turf so that such clippings are evenly distributed within the existing turf if no visible clumps of clippings remain on the grass surface thirty-six (36) hours after mowing. If such accumulated clippings cannot be evenly distributed within the existing turf in such manner, Contractor shall collect and remove all visible clumps of accumulated clippings.

3.7.4 EDGING/STRING TRIMMING: Contractor shall use string trimmers to trim under and around all obstructions including fences, buildings, trees, shrubbery, flower beds, posts, and any other objects on the property. Additionally, Contractor shall use string trimmers to remove plant material growing in the cracks and joints of curbs, sidewalks, driveways, bricks and any other hardscapes. Additionally, Contractor shall use string trimmers in areas where the terrain or the presence of water does not safely allow for the operation of a traditional mower. Where applicable, Contractor shall use string trimmers to trim in such locations to the existing water level. Contractor shall perform edging of all paved areas, curbs, sidewalks, and landscaping plantings and planted beds to ensure a well-manicured appearance. To determine proper edging and string trimmer requirements of different plant species see Attachment B.

3.7.5 WEED CONTROL: Contractor, at the Contractor's own expense, shall manually remove all weeds from plant beds, curbs, sidewalks, roads, tree rings, and medians. Contractor shall replace any/all plant material and turf damaged due to weed removal at the contractor's expense.

3.7.6 HEDGE TRIMMING (Woody Plants): Contractor shall trim hedges one (1) time per month hedge according to Attachment D, the Service Calendar. To determine proper hedging requirements of

different plant species, see addendum B.

3.7.7 ORNAMENTAL GRASS TRIMMING: Contractor shall trim out tufted ornamental (non-turf type) grasses once per calendar year during the month of February or March. The contractor shall remove all cuttings from plant beds, turf areas, sidewalks and roadways. To determine proper ornamental grass trimming requirements, see Attachment B.

3.7.8 FOR LAKEFRONT PARK ONLY, RAIN GARDENS: "Rain Gardens" are low lying areas or shallow depressions that are intended to hold water which increase and decreases seasonally. Unless "Rain Gardens" are temporarily inaccessible due to high water, Contractor shall adhere to the same maintenance schedule and provide landscape services with the same intensity within the "Rain Gardens" of Lakefront Park, as identified on the Lakefront Park Map, as the remainder of Lakefront Park. If the "Rain Gardens" are or a portion of a "Rain Garden" is temporarily inaccessible due to high water, Contractor shall maintain the perimeter of the "Rain Gardens" and those portions of the "Rain Gardens" that are accessible with the same intensity as the rest of Lakefront Park. Once the inaccessible "Rain Gardens" or portions thereof become accessible, Contractor must bring the formerly inaccessible "Rain Gardens" or the portions of the "Rain Gardens" that back into compliance with these specifications within two (2) weeks of the formerly inaccessible "Rain Gardens" or the portions of the "Rain Gardens" becoming accessible. Contractor shall not mow "Rain Gardens" and must maintain existing vegetation by edging, string trimming, trimming or hedging according to the specifications provided in the subsections above. To determine the proper hedging and trimming requirements of different plant species in the "Rain Gardens" see addendum B. Contractor, at the Contractor's own expense, shall manually remove in height within the "Rain Gardens." Contractor shall remove litter and debris, including but not limited to palm fronds, tree limbs, and other miscellaneous debris or litter, from "Rain Gardens." Litter and debris shall be disposed of offsite by Contractor at Contractor's own expense.

3.7.9 ORNAMENTAL PLANT REPLACEMENT: Contractor shall ensure that ornamental plants remain healthy and free of weeds year-round. Contractor shall remove and dispose of off site any dead or declining ornamental plant upon discovery. Contractor shall notify the City of the removal of any ornamental plant within seven (7) days of discovery and provide an estimate of the cost to replace such plant material with the same genius or species of plant material that is at least fifty (50) percent of the size of the replaced plant material. If City agrees to the estimate, Contractor shall replace the ornamental plant within seven (7) days of the City agreeing to the estimate. Contractor, at the Contractor's own expense, shall replace any plant materials damaged by Contractor.

3.7.10 LEAF REMOVAL: When leaves begin to accumulate, Contractor shall rake, vacuum, or otherwise remove the leaves from the site in conjunction with the other landscape maintenance services described in this section.

3.7.11 SUPERVISION OF WORK CREW: Contractor shall provide supervision of all work crews at all times while performing work under this Agreement. In-person supervision is not required if the work crew is provided equipment or another means to communicate with the work crews' supervision at all times. Contractor shall designate one member of each work crew with the authority to respond to inquiries about work details or priorities. Members of work crews shall wear shirts and maintain a well-kept appearance during performance of this Agreement.

Attachments:

- **Attachment A Local Vendor Affidavit of Eligibility**
- **Attachment B (Plant Maintenance)**
- **Attachment C -1 Landscape Maintenance Location**
- **Attachment C- 2 Lakefront and Central Services maps**
- **Attachment D Landscape Maintenance Service Calendar**
- **Attachment E Human Trafficking Affidavit**
- **IFB2025-002 Workbook**

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****
Bid IFB2025-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	**COST PER CYCLE**
Total Cost of Northwest Kissimmee	$ -
Total Cost of Mill Run Area	$ -
Total Cost of Central Kissimmee	$ -
Total Cost of Smith & Columbia Area	$ -
Total Cost of North Central Kissimmee	$ -
Total Cost of Martin Luther King Boulevard Phase 1 Area	$ -
Total Cost of Martin Luther King Boulevard Phase 2 Area	$ -
Total Cost of Martin Luther King Boulevard Phase 3 Area	$ -
Total Cost of West & Southwest Kissimmee	$ -
Total Cost of US 192 – East & West Vine Street – FDOT	$ -
Total Cost of US 17-92 – John Young Parkway/ US 441 – Main Street – FDOT	$ -

Total Cost of Downtown Kissimmee	$ -

Grand Total Per Cycle	**$ -**

Total Cost of Downtown Kissimmee with optional Shrubbery bed	$ -
Total Cost of Bid Alternate	$ -

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)

_____ EMAIL:_____
(typed name/title of signer)

TELEPHONE NO.: (___) _____ FAX NO.: (___)_____

NOTICE

IFB2025-002

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____

Address: _____

_____

_____

Phone Number: (___)_____

Fax Number: (___)_____

Continue on Vendor List: _____ Yes _____ No
___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time

_____ Suitable, but engaged in other work

_____ Quantity too small

_____ Cannot meet required minimum

_____ Opening date does not allow sufficient time to complete

_____ Equivalent not presently available

_____ Other reasons or remarks:_____
_____
_____
_____

_____
Signature

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_____

KISSIMMEE LAKEFRONT PARK - PLANT MAINTENANCE ATTACHMENT B

Plan Callout: BG/1
Botanical name: Bauhinia galpinii
Common name: Pride-of-the-Cape

Maintenance Description: Plants to form a mass. Prune to keep form of bed and 4-5 feet in height. May need to be mulched in the winter to prevent frost die-back.



Plan Callout: CAL/7
Botanical name: Crinum asiaticum
Common name: Crinum Lily

Maintenance Description: Plants to form a mass. No regular pruning necessary. Once the lily blooms, you can cut off the flower. Cut dying or yellowing bottom leaves as they age.



Plan Callout: CC/3
Botanical name: Curcuma cordata
Common name: Jewel of Thailand Ginger

Maintenance Description: Plants to form a mass. Low maintenance. May die back in winter but will come back stronger in spring. Prefers moist soil.



Plan Callout: CF/1
Botanical name: Canna flaccida
Common name: Yellow Canna

Maintenance Description: Plants to form a mass. No pruning necessary. Remove dead blooms and winter die back to provide for a neat appearance.



KISSIMMEE LAKEFRONT PARK - PLANT MAINTENANCE ATTACHMENT B

Plan Callout: CFH/1
Botanical name: Cyrtomium falcatum
Common name: Holly Fern

Maintenance Description: Plant to form a groundcover mass. Low maintenance, very little pruning or fertilization. Remove dead material as necessary. Prefers moist soil.



Plan Callout: CSA/3
Botanical name: Camellia sansanqua
Common name: Sasanqua Camellia

Maintenance Description: Plants to form a hedge, prune at 5-6 feet height. Prune immediately following flowering, to ensure you do not remove the next year's flower buds. No tip pruning.



Plan Callout: DT/1
Botanical name: Dianella tasmanica
Common name: Flax Lily

Maintenance Description: Plants to form a groundcover mass. Plant can be hard pruned to a few inches from the ground every 3-5 years or when plant is looking leggy and unhealthy. Prune in early spring. Deadheading spent flowers and removing browned stems will make room for healthy new growth.



Plan Callout: DT/1
Botanical name: Dietes vegeta **Common name:** African Iris
Maintenance Description: Plants to form a mass. Plant does not need to be pruned. If bed is looking too crowded, thinning the plant may be required.



KISSIMMEE LAKEFRONT PARK - PLANT MAINTENANCE ATTACHMENT B

Plan Callout: EC/1
Botanical name: Eleocharis spp.
Common name: Spikerush **Maintenance**
Description: Plants to form a mass.
Plant does not need to be pruned. If bed is looking too crowded, thinning the plant and removing dead material may be required.



Plan Callout: GG/3
Botanical name: Galphimia gracilis
Common name: Thryallis
Maintenance Description: Plants to form a mass.
Prune at 3-4 feet height, trim side branches that encroach into sidewalk areas. Prune is in late winter/early spring before it begins putting on new growth.



Plan Callout: HP/3
Botanical name: Hamelia patens
Common name: Firebush
Maintenance Description: Plants to form a mass.
Prune at 3-4 feet height, trim side branches that encroach into sidewalk areas. Prune is in late winter/early spring before it begins putting on new growth.



Plan Callout: HQ/3
Botanical name: Hydrangea quercifolia
Common name: Oakleaf Hydrangea
Maintenance Description: Plants to form a mass.
Do minimal renewal pruning (removing one-third of the stems, the oldest, to the ground) only as needed.



Plan Callout: IA/3
Botanical name: Illicium anisatum
Common name: Star Anise

Maintenance Description: Plants to form a hedge. Clip hedge at height below Community House windows. Prune in the late winter or early spring.



Plan Callout: IG/3
Botanical name: Ilex glabra
Common name: Gallberry

Maintenance Description: Allow plants to form a large mass. Clip hedge at 5-6 foot height.



Plan Callout: IVN/3
Botanical name: Ilex vomitoria 'Nana'

Common name: Dwarf Yaupon Holly

Maintenance Description: Plants to form a mass. Trim at 24" ht. Prune in the late winter or spring, depending on when the plants flower.



Plan Callout: IVB/1
Botanical name: Iris virginica
Common name: Blue Flag Iris

Maintenance Description: Plants to form a mass. Plant does not need to be pruned. Thinning the plants and removing dead material may be required.



KISSIMMEE LAKEFRONT PARK - PLANT MAINTENANCE ATTACHMENT B

Plan Callout: JE/1
Botanical Name: Juncus effusus
Common Name: Soft Rush

Maintenance Description: Plants to form a mass. Plant does not need to be pruned. If bed is looking too crowded, thinning the plant and removing dead material may be required.



Plan Callout: LMT/1
Botanical Name: Lantana montevidensis
Common Name: Trailing Lantana

Maintenance Description: Plants to form a groundcover mass. Prune periodically during summer by lightly shearing the tip growth to encourage repeat blooming. Prune back in spring to remove old growth and prevent woodiness.



Plan Callout: MCP/3
Botanical Name: Muhlenbergia capilaris
Common Name: Muhly Grass

Maintenance Description: Trim out the flower stalks and comb or rake out dead foliage. To clean up throughout the remainder of the season, use hands or a rake to comb through the grass clump and remove loose brown blades. Trim in late winter or early spring.



Plan Callout: MF/3
Botanical Name: Myrcianthes fragrans
Common Name: Simpson Stopper

Maintenance Description: Plants to form a mass. Prune as hedge, 3 feet wide and 8-10 feet in height.



KISSIMMEE LAKEFRONT PARK - PLANT MAINTENANCE ATTACHMENT B

Plan Callout: MFD/3
Botanical Name: Myrcianthes fragrans 'Compacta'
Common Name: Dwarf Simpson Stopper

Maintenance Description: Plants to form a mass. Trim at 24-30" height. Trim in late winter or early spring.



Plan Callout: NB/1
Botanical Name: Nephrolepsis exaltata
Common Name: Boston Fern

Maintenance Description: Plants to form a groundcover mass and fill the bed. Remove all dead or dried out parts from this plant.



Plan Callout: PCP/1
Botanical Name: Pontederia cordata
Common Name: Pickerel Weed

Maintenance Description: Plants to form a mass. No regular maintenance required.



Plan Callout: SB/3
Botanical Name: Spartina bakeri
Common Name: Cordgrass

Maintenance Description: No regular maintenance is required.



KISSIMMEE LAKEFRONT PARK - PLANT MAINTENANCE ATTACHMENT B

Plan Callout: SC
Botanical Name: Scirpus californicus
Common Name: Giant Bulrush

Maintenance Description: No regular maintenance is required.



Plan Callout: SN/10
Botanical Name: Strelitzia nicolai
Common Name: White Bird of Paradise

Maintenance Description: Plant needs some grooming and leaves need to be removed from time to time, as the large leaves can become ragged from winds. Groom the plant by removing dead leaves.



Plan Callout: SPC/1
Botanical Name: Spartina patens
Common Name: Saltmeadow cord grass

Maintenance Description: Plants to form a mass. No regular maintenance required.



Plan Callout: SPP
Botanical Name: Setcreasea pallida
Common Name: Purple Queen

Maintenance Description: Plants to form a groundcover mass. Trim as groundcover at edges of bed and adjacent to sidewalks.



Plan Callout: SRB/10
Botanical Name: Strelitzia reginae
Common Name: Bird of Paradise Flower

Maintenance Description: No regular maintenance required. Groom the plant by removing dead leaves, cut dead or dying stalks at base of plant near ground.



Plan Callout: SRC/7
Botanical Name: Serenoa repens 'Silver'
Common Name: Silver Saw Palmetto

Maintenance Description: No regular maintenance required. Trim back fronds at stems near ground that encroach into sidewalk areas.



Plan Callout: SRP/7
Botanical Name: Serenoa repens
Common Name: Saw Palmetto

Maintenance Description: No regular maintenance required. Trim back fronds at stems near ground that encroach into sidewalk areas.



Plan Callout: TA/1
Botanical Name: Trachelospermum asiaticum
Common Name: Dwarf Confederate Jasmine

Maintenance Description: Plants to form a groundcover mass. Trim as groundcover at edges of bed and adjacent to sidewalks.



KISSIMMEE LAKEFRONT PARK - PLANT MAINTENANCE ATTACHMENT B

Plan Callout: TAL/1
Botanical Name: Trachelospermum as. 'Longleaf'
Common Name: Texas Longleaf Asian Jasmine

Maintenance Description: Plants to form a groundcover mass. Trim as groundcover at edges of bed and adjacent to sidewalks.



Plan Callout: TDF/3
Botanical Name: Tripsacum dactyloides
Common Name: Fakahatchee Grass

Maintenance Description: Trim annually by cutting grass 6-8 inches above ground. Trim in early spring (Feb-March).



Plan Callout: TFG/3
Botanical Name: Tripsacum floridanum
Common Name: Florida Gamma Grass

Maintenance Description: Trim annually by cutting grass 6-8 inches above ground. Trim in early spring (Feb-March).



Plan Callout: TV/1
Botanical Name: Tulbaghia violacea
Common Name: Society Garlic

Maintenance Description: Spent flower stalks should be cut away after flowering. The same applies for dead leaves or leaves with brown tips.



Plan Callout: VAD/3
Botanical Name: Vaccinium darrowii
Common Name: Evergreen Blueberry

Maintenance Description: Plants to form a mass. Trim at base of branches that encroach onto sidewalk areas.



Plan Callout: VOW/3
Botanical Name: Viburnum obovatum
Common Name: Walter's Viburnum

Maintenance Description: Trim top of plants at 6-8 feet in height. Do not sheer as a hedge. Trim at base of branches that encroach onto sidewalk areas.



Plan Callout: VSB/1
Botanical Name: Vriesea spp.
Common Name: Bromeliad

Maintenance Description: Remove dead and dying leaves as necessary. If pests are present, cut of infected leaves.



Plan Callout: ZF/10
Botanical Name: Zamia furfuracea
Common Name: Cardboard Palm

Maintenance Description: No regular maintenance required. Trim at base of branches that encroach onto sidewalk areas.



KISSIMMEE LAKEFRONT PARK - PLANT MAINTENANCE ATTACHMENT B

Plan Callout: ZP/3
Botanical Name: Zamia pumila
Common Name: Coontie

Maintenance Description: Plants to form a mass. No regular maintenance required. Trim at base of branches that encroach onto sidewalk areas.



WILDFLOWER MIX

Plan Callout: MIX1
1. Botanical Name: Eragrostis elliottii
Common Name: Elliott's Lovegrass
2. Botanical Name: Gaillardia pulchella
Common Name: Blanket Flower
3. Botanical Name: Liatris spicata
Common Name: Blazing Star

Maintenance Description: Annual deadheading of wildflowers in the winter.



1.



2.



3.

Plan Callout: MIX2
1. Botanical Name: Eragrostis spectabilis
Common Name: Purple Lovegrass
2. Botanical Name: *Lobelia cardinalis*
Common Name: Cardinal flower
3. Botanical Name: Silphium compositum
Common Name: Rosinweed

Maintenance Description: Annual deadheading of wildflowers in the winter.



1.



2.



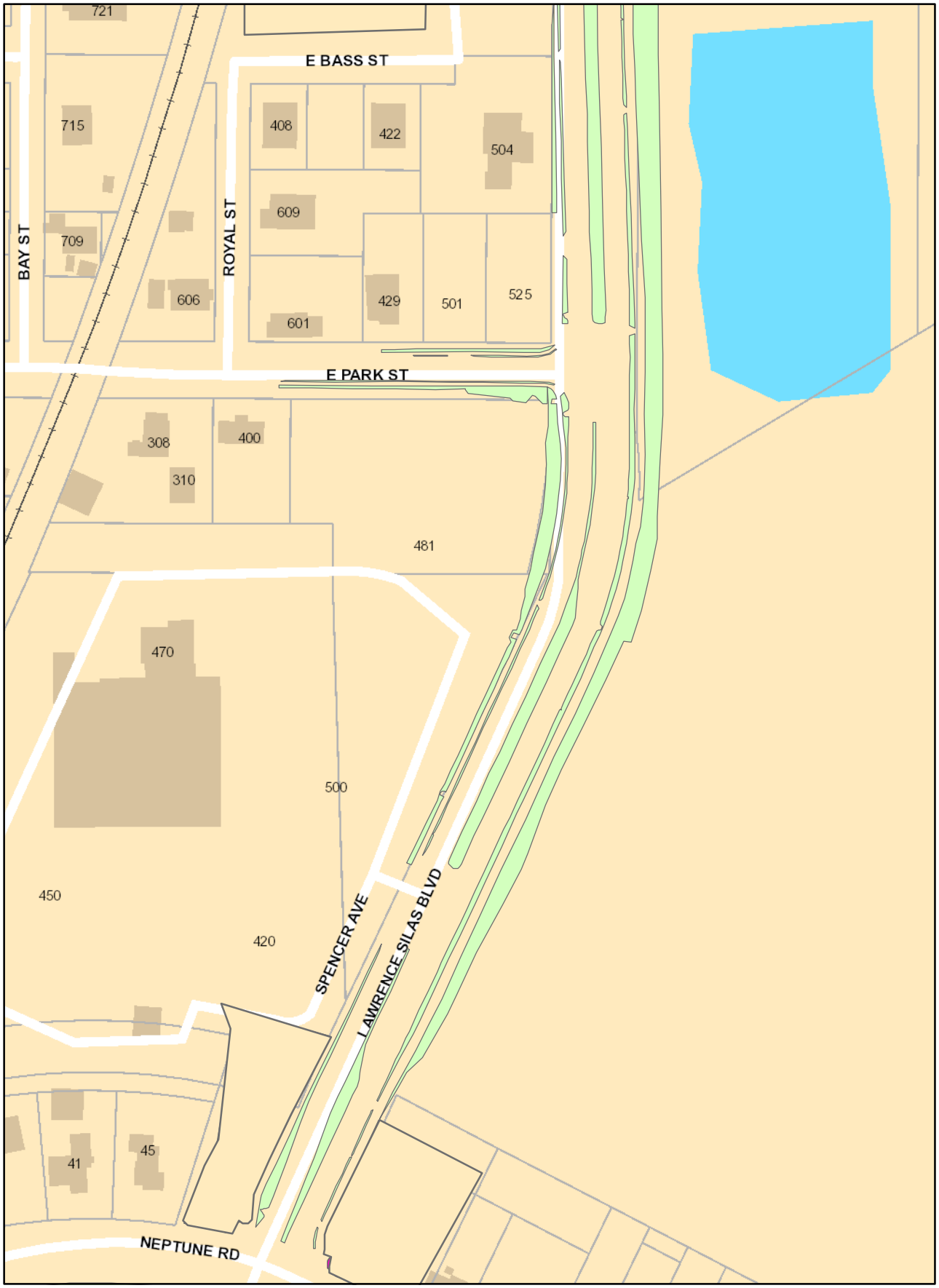
3.

End of Plant Maintenance

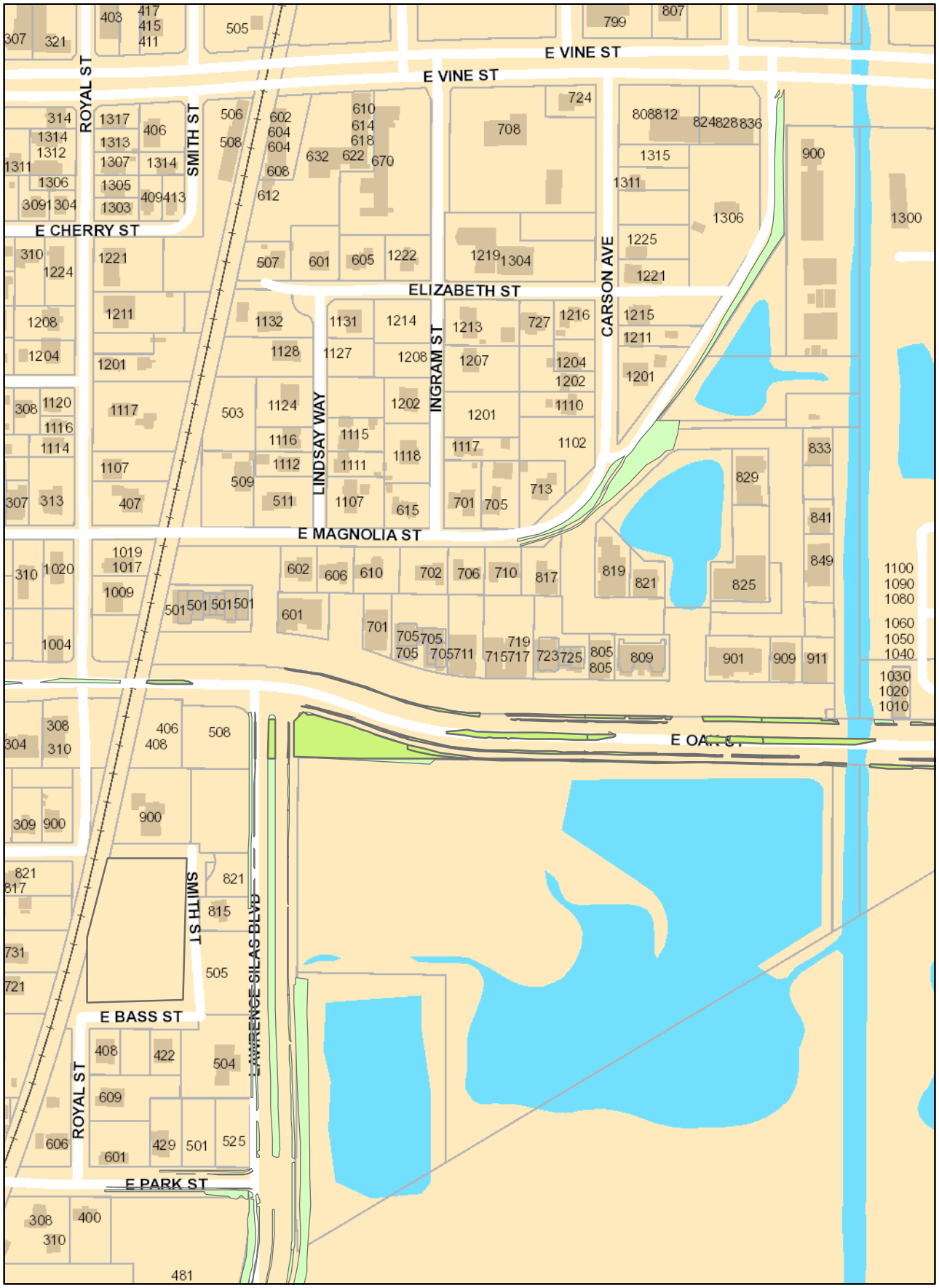
1021 Oak Street, Cherry Avenue and Emory Street



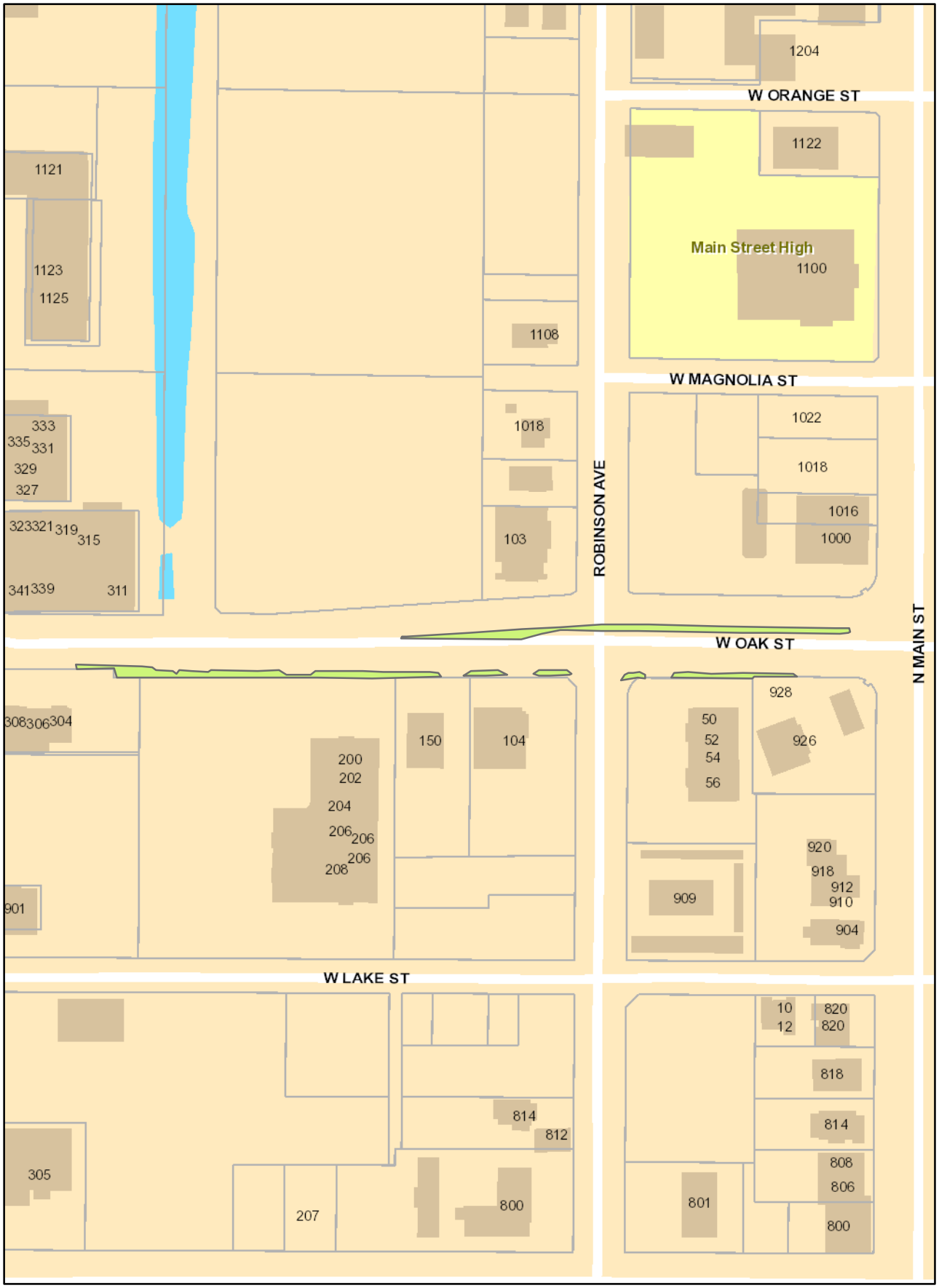
Lawrence Silas Blvd - from Park to Neptune.



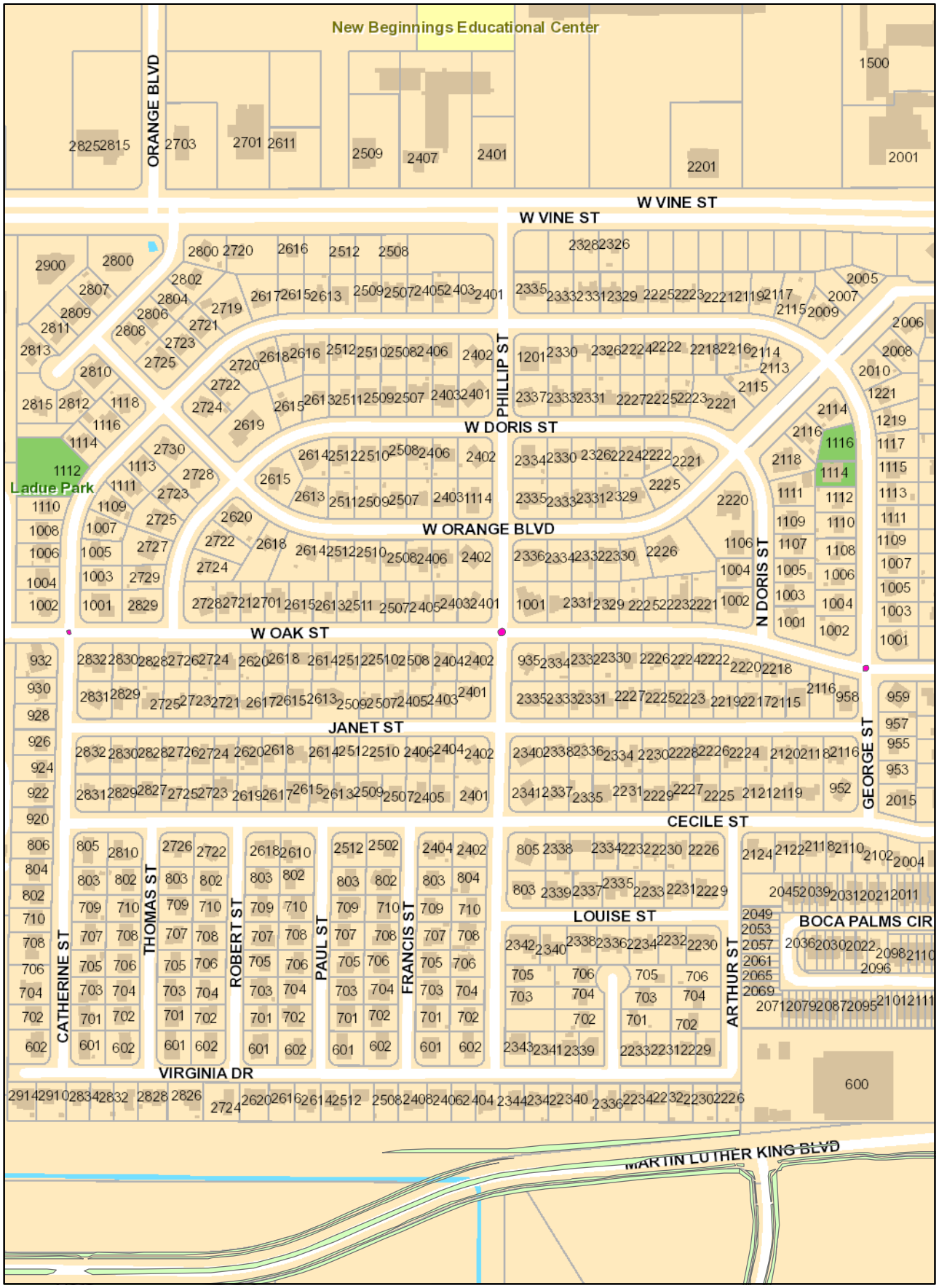
Oak Street from City ditch to RR, Lawrence Silas Blvd from Oak to Park St, Park St from L Silas to Royal & E. Magnolia.



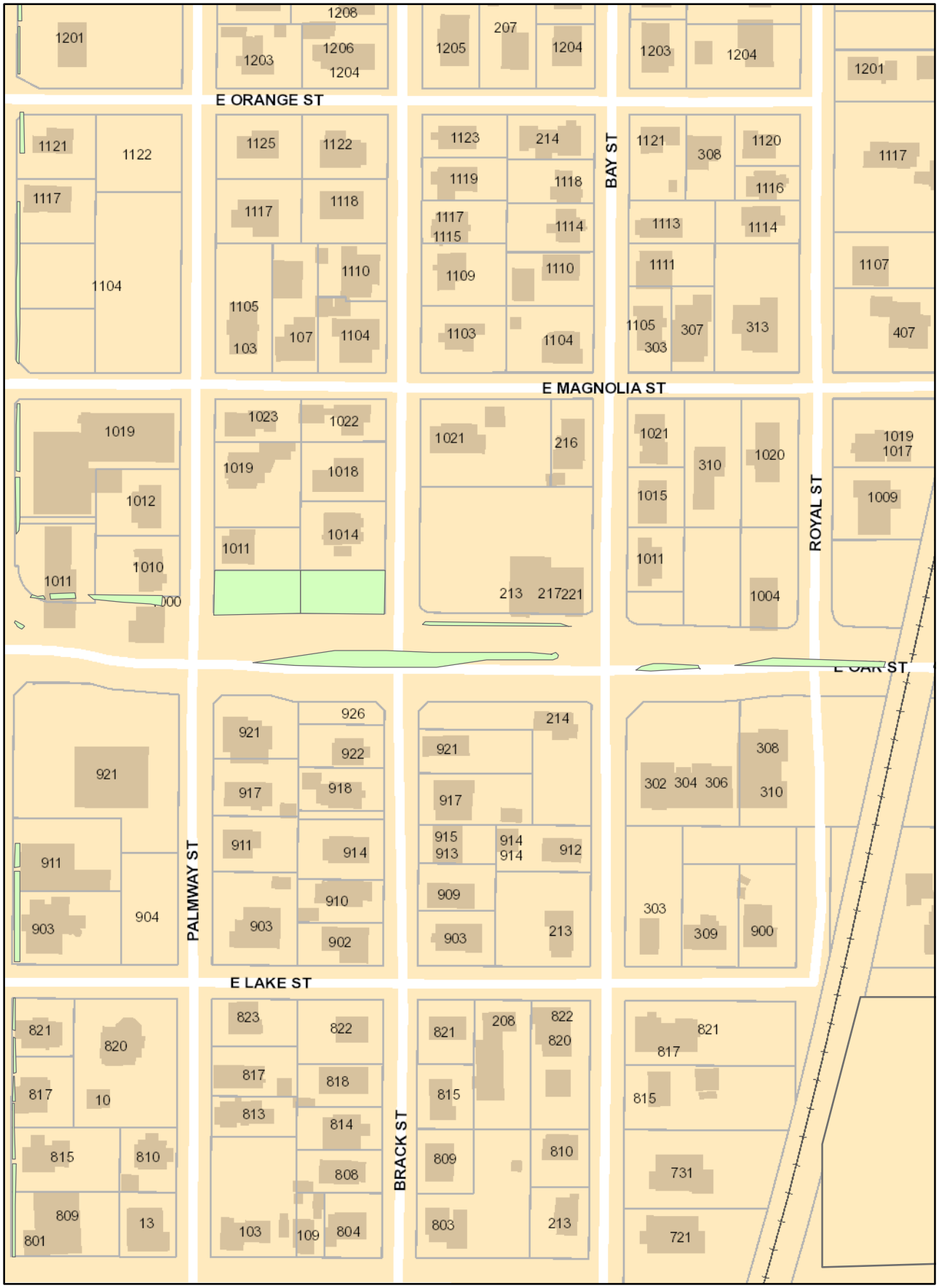
Oak Street from Main to 200' west of Robinson



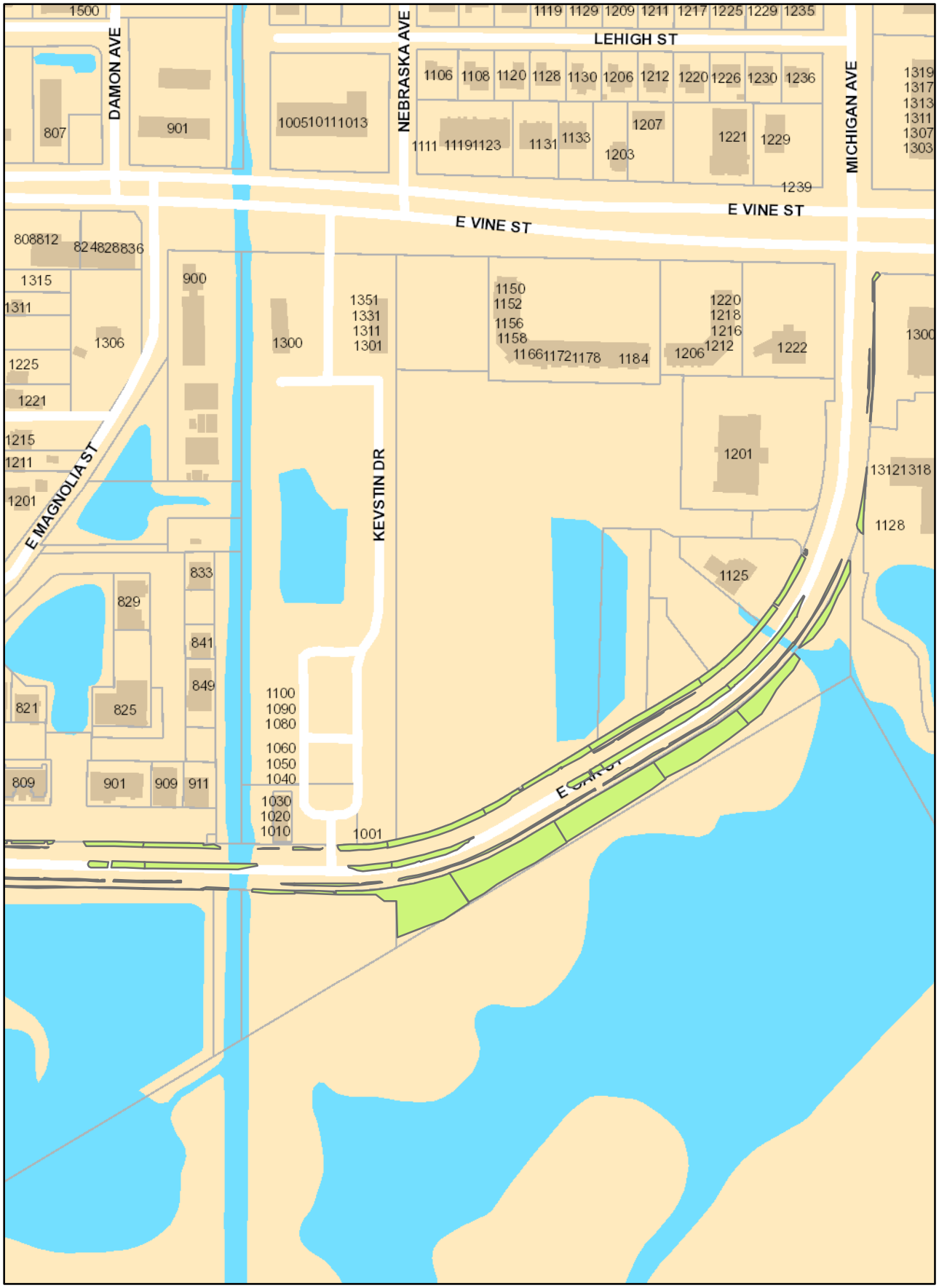
Oak Street Roundabouts in Orange Gardens



Oak Street from RR to Main St. (including lots)



Oak Street from Vine to City ditch



Mill Slough Rd - West Of Oak Hollow



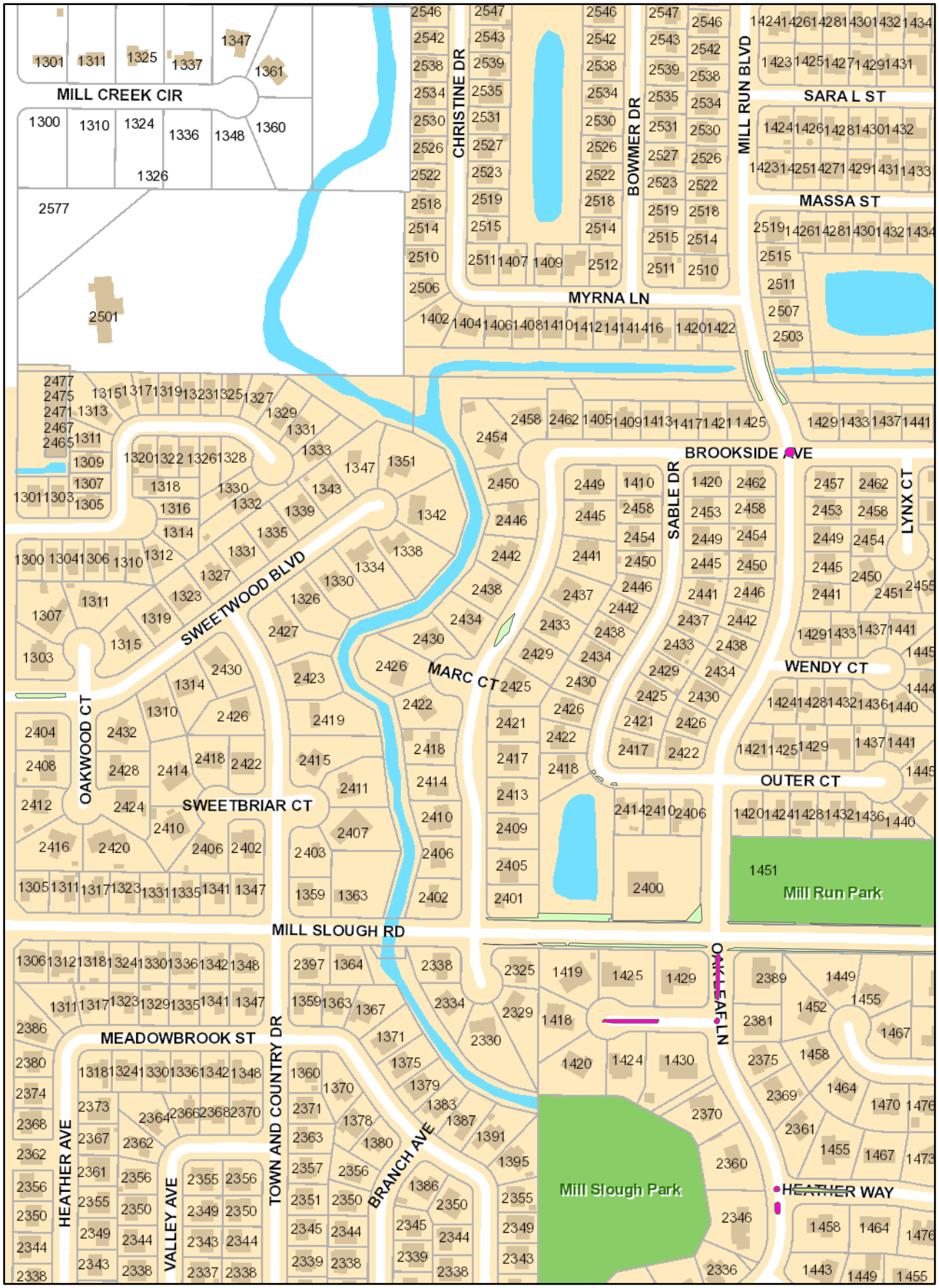
Oak Run Blvd South



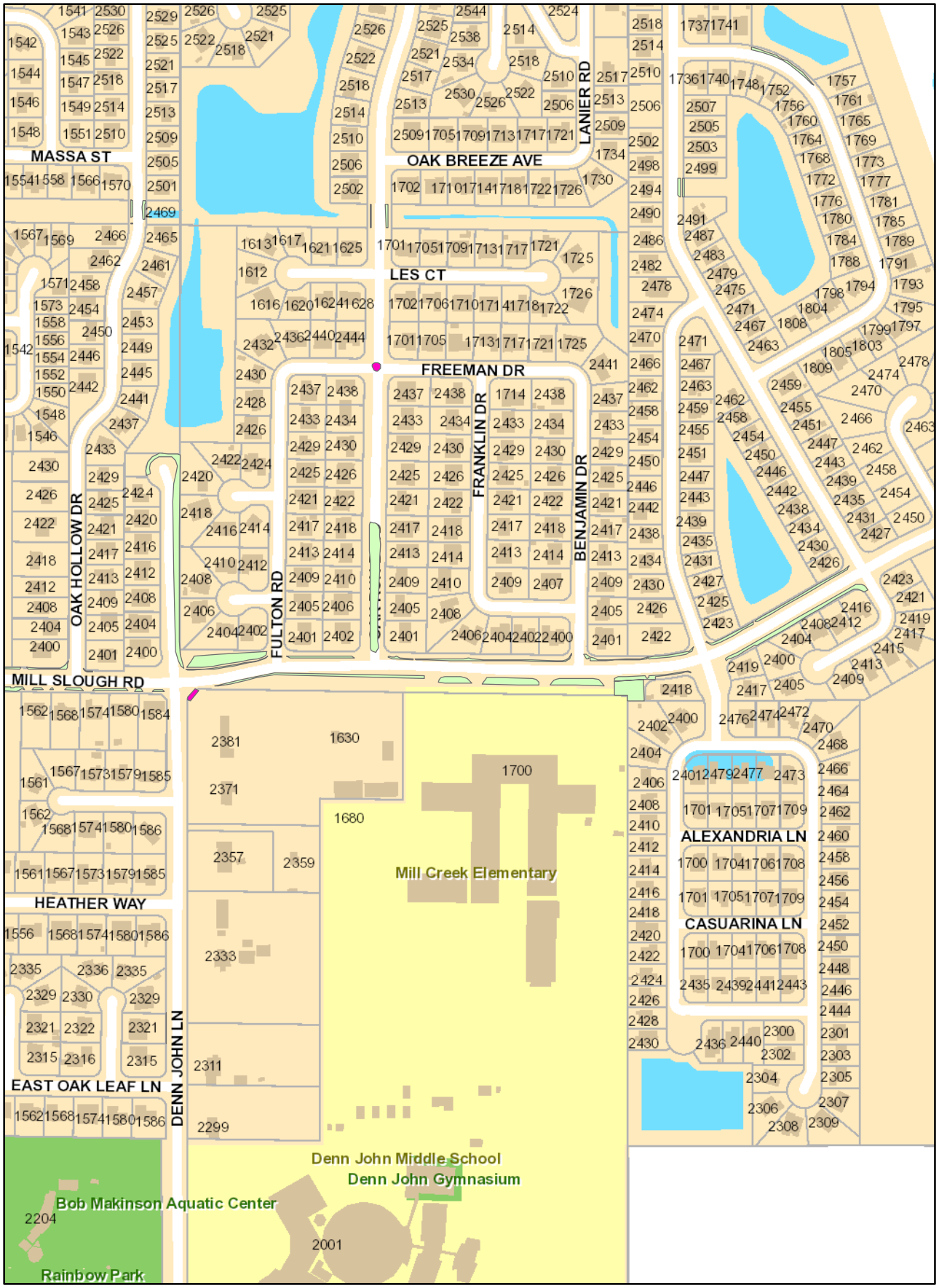
Oak Run Blvd North



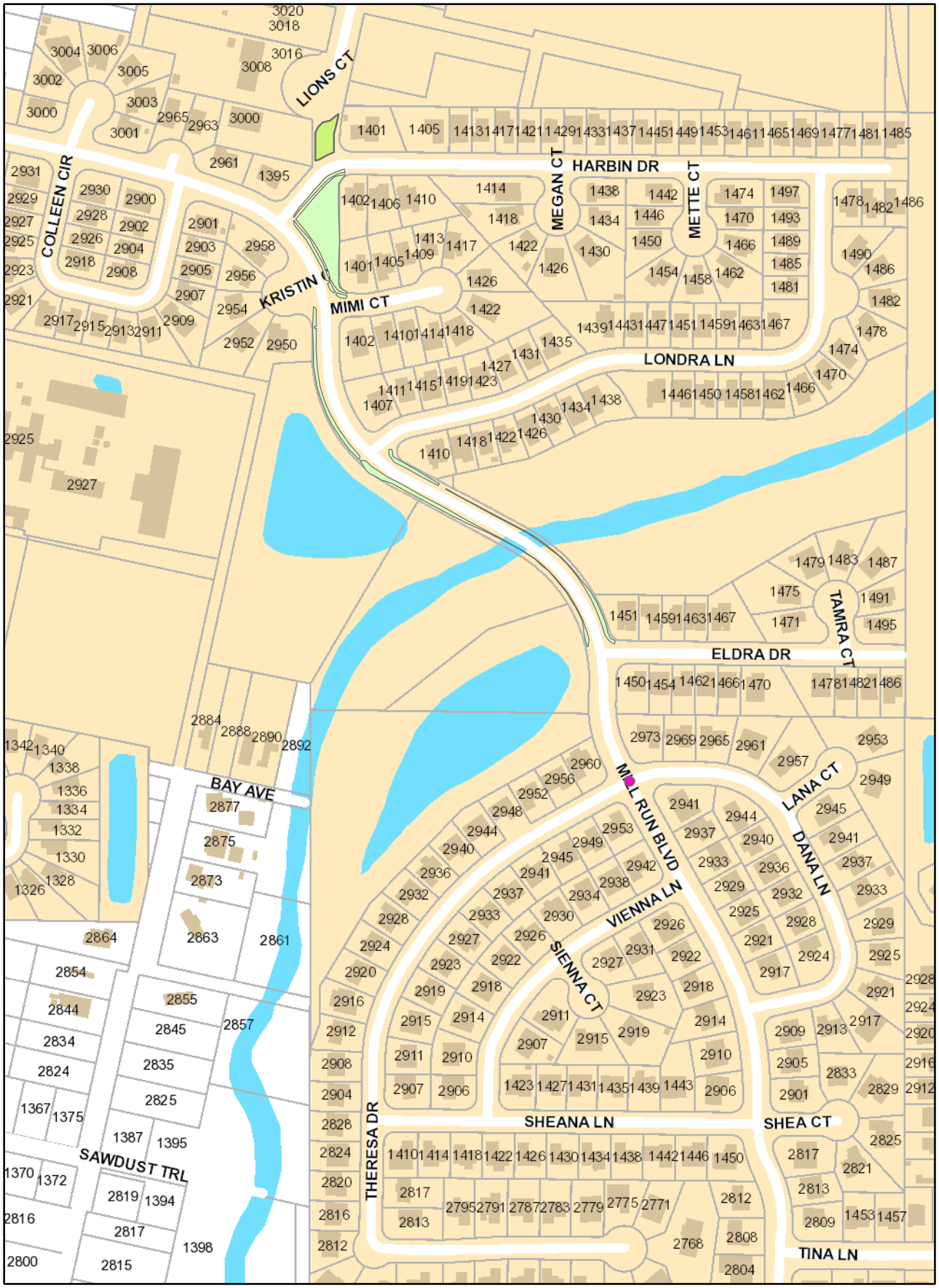
Mill Run Boulevard South - Oak Leaf Ln - Brookside Ave & Sweetwood Blvd



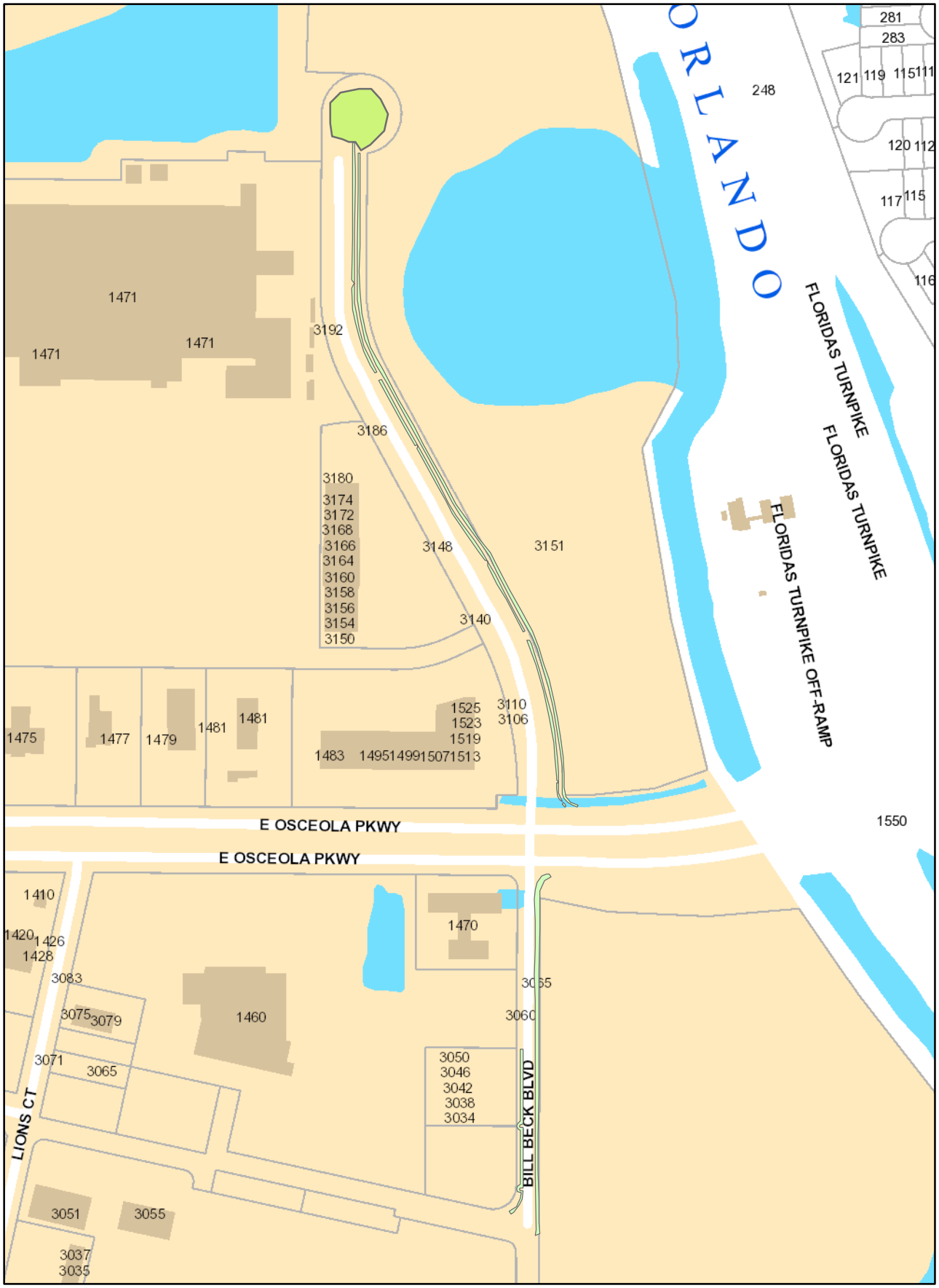
Mill Slough Rd - East of Oak Hollow



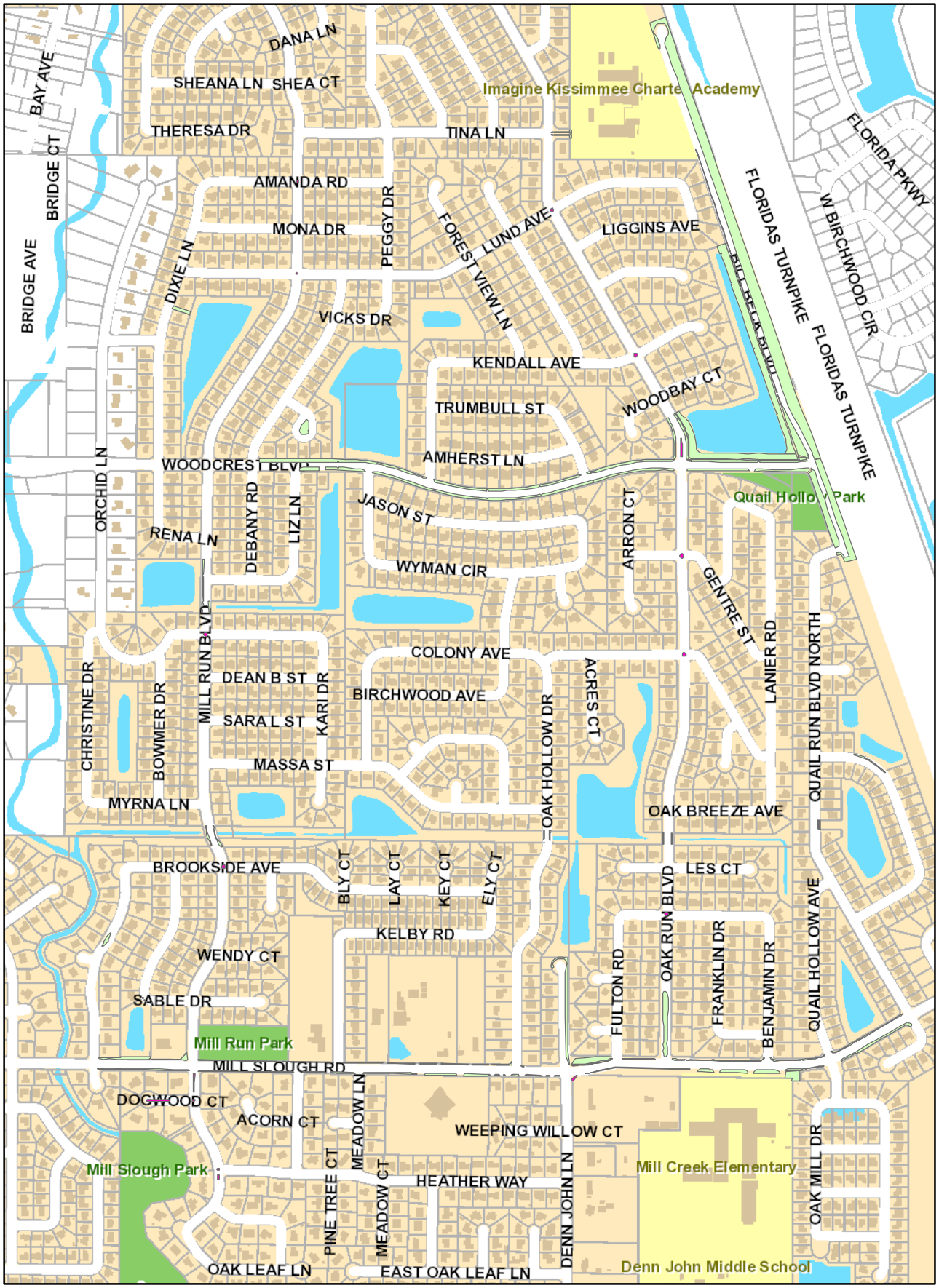
Mill Run Boulevard - North



Bill Beck Boulevard - North



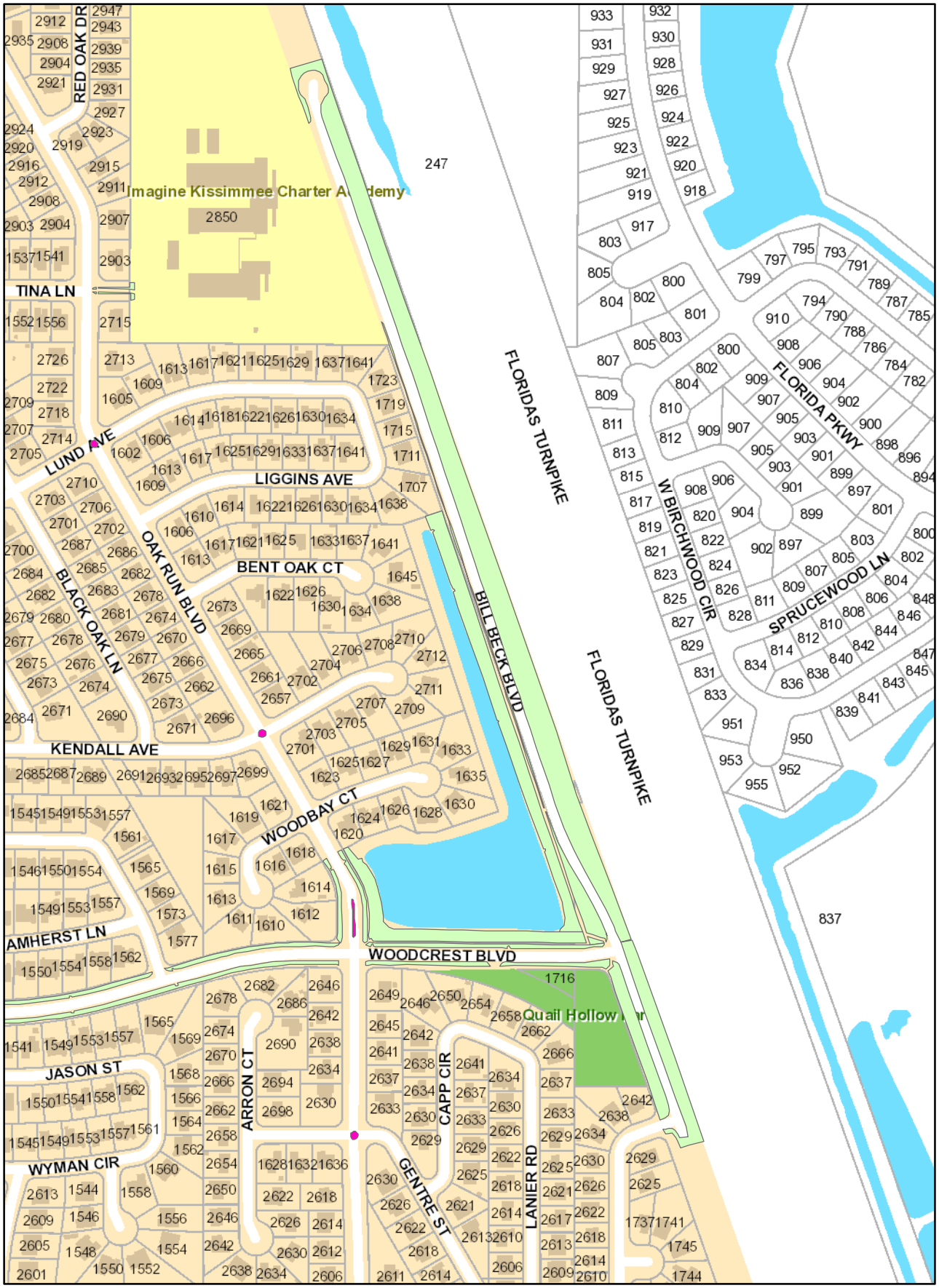
Mill Run Area



Woodcrest Boulevard



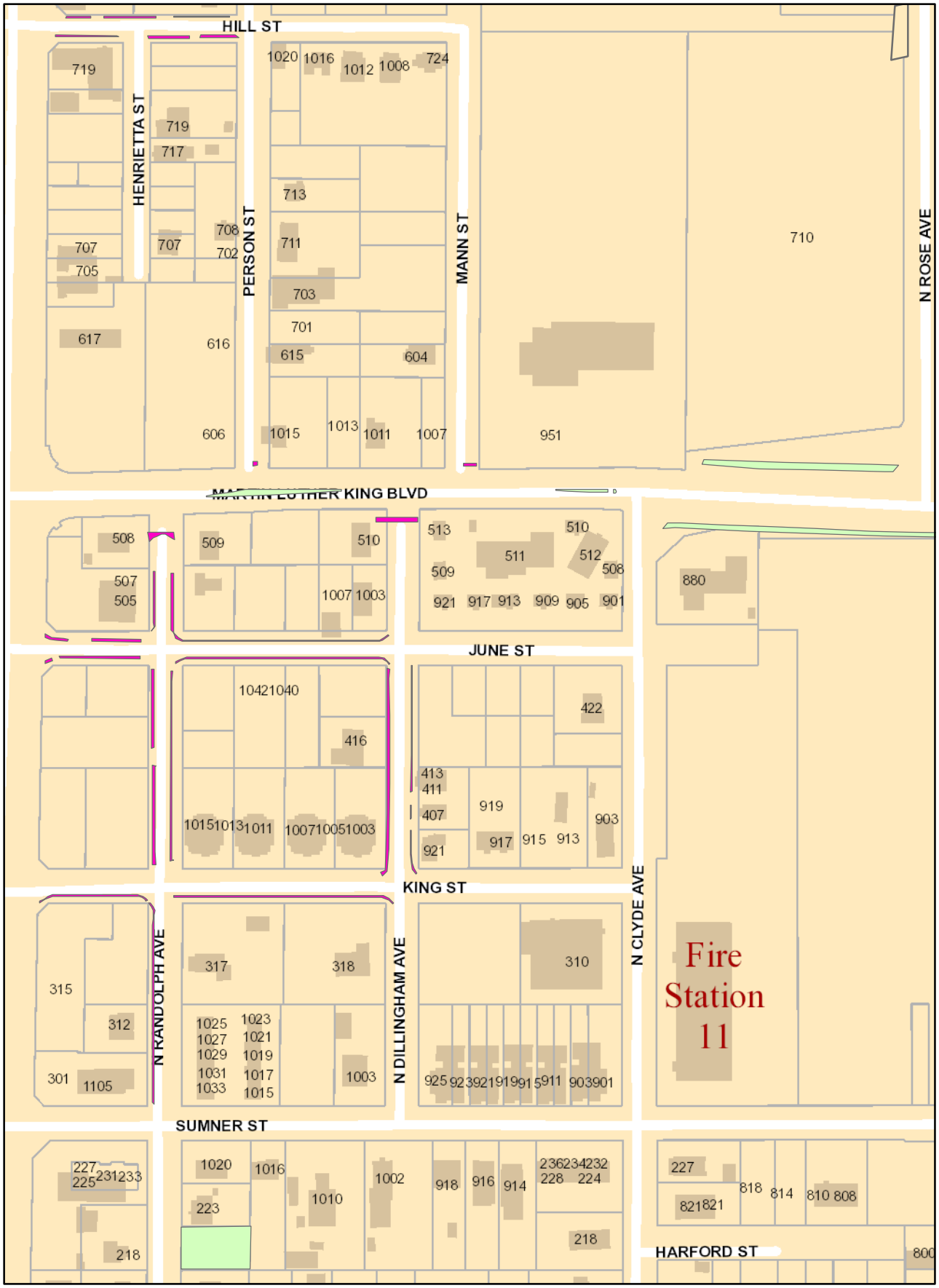
Bill Beck Boulevard - South



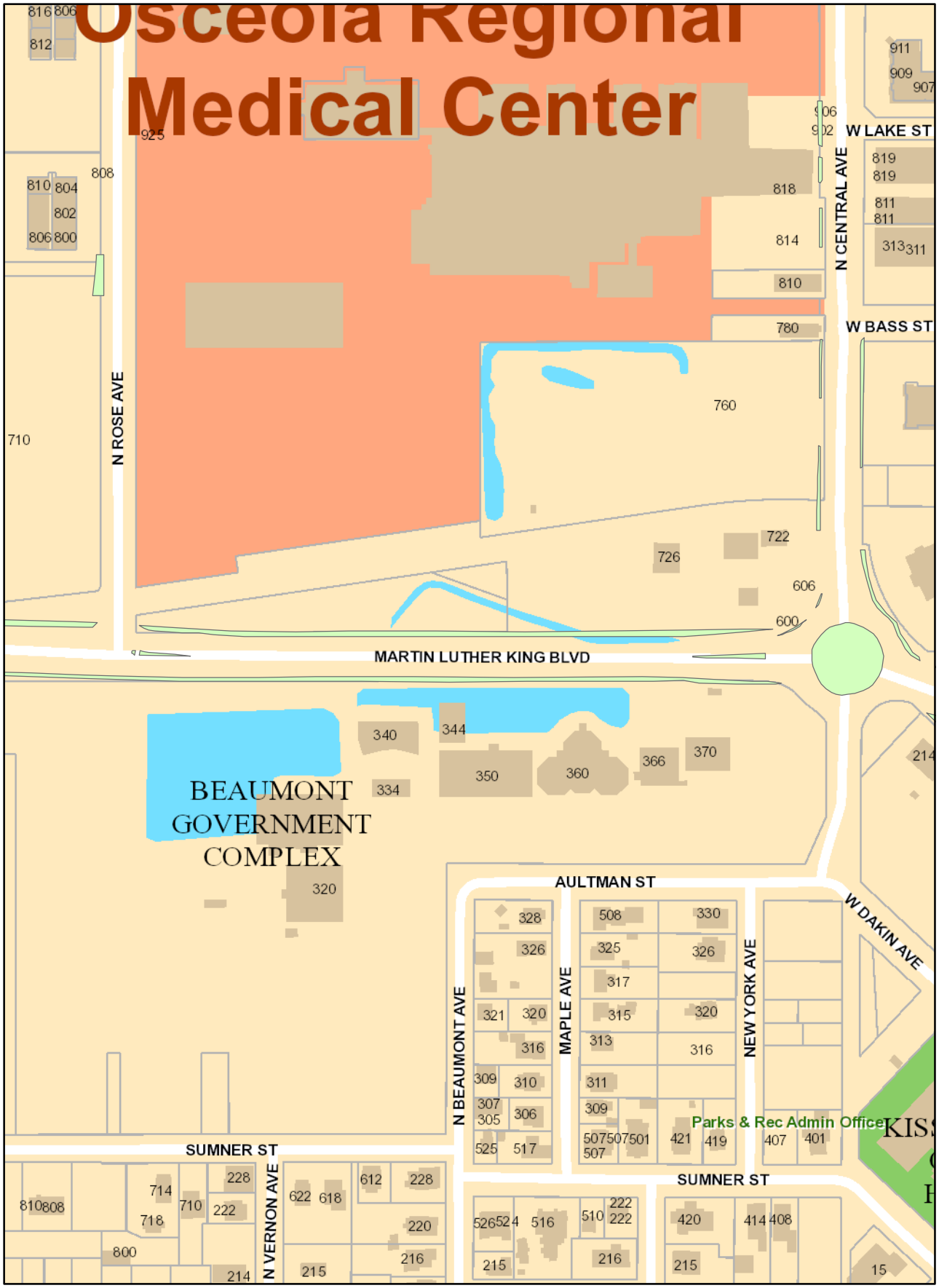
Mill Run Boulevard



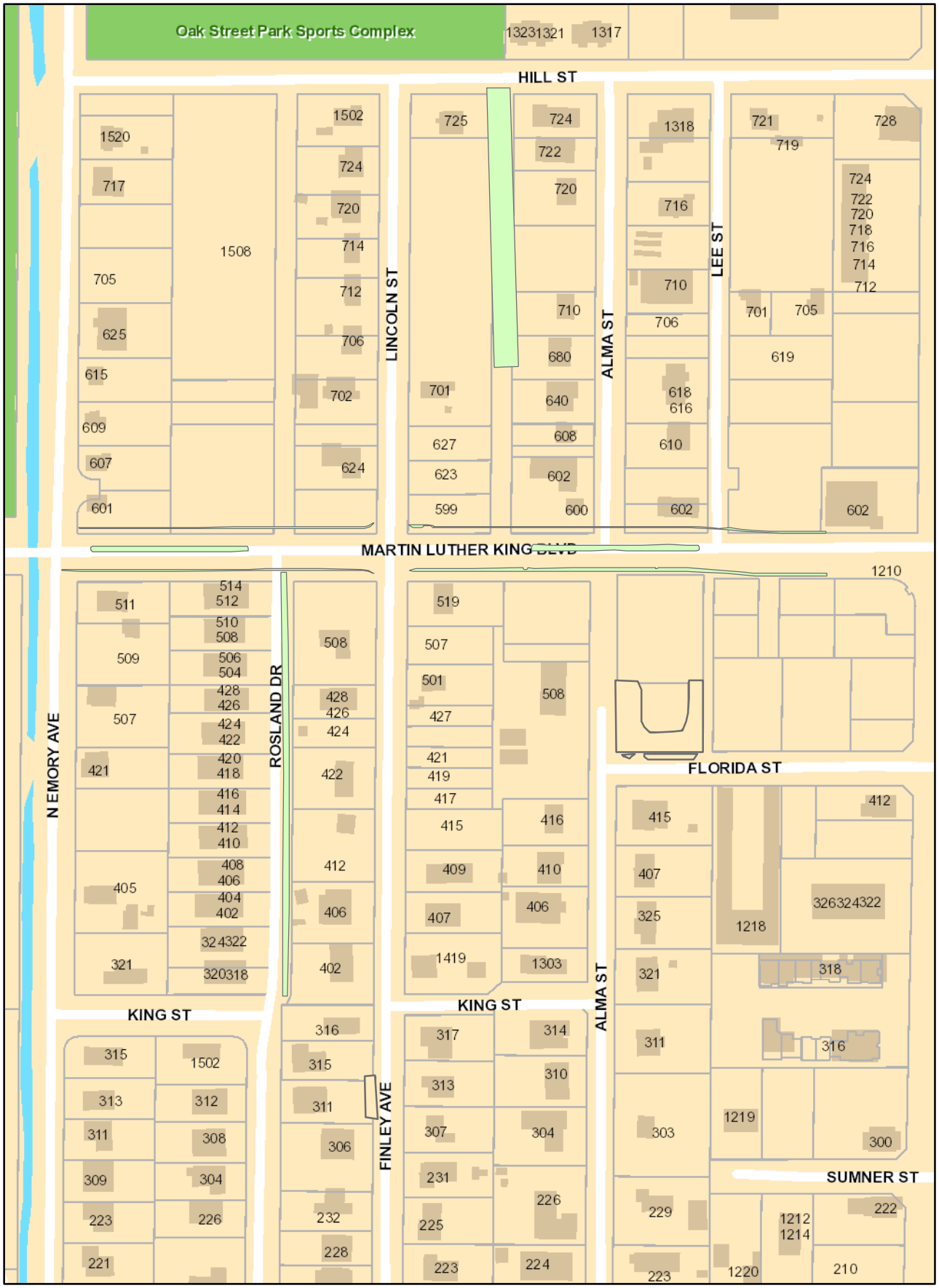
Martin Luther King from Rose to JYP, King, Hill, Randolph, June & Dillingham



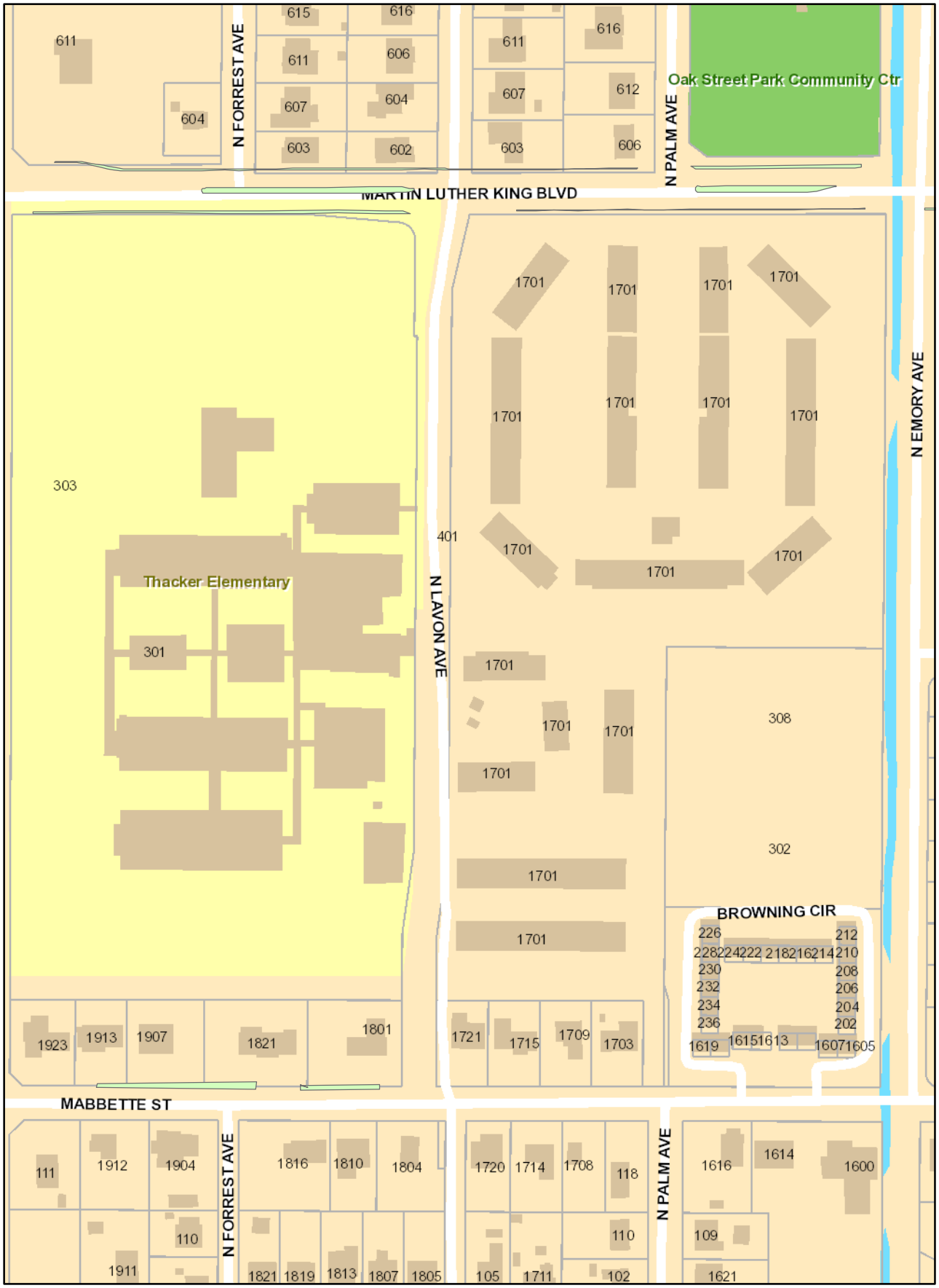
Martin Luther King from Roundabout to Rose Avenue



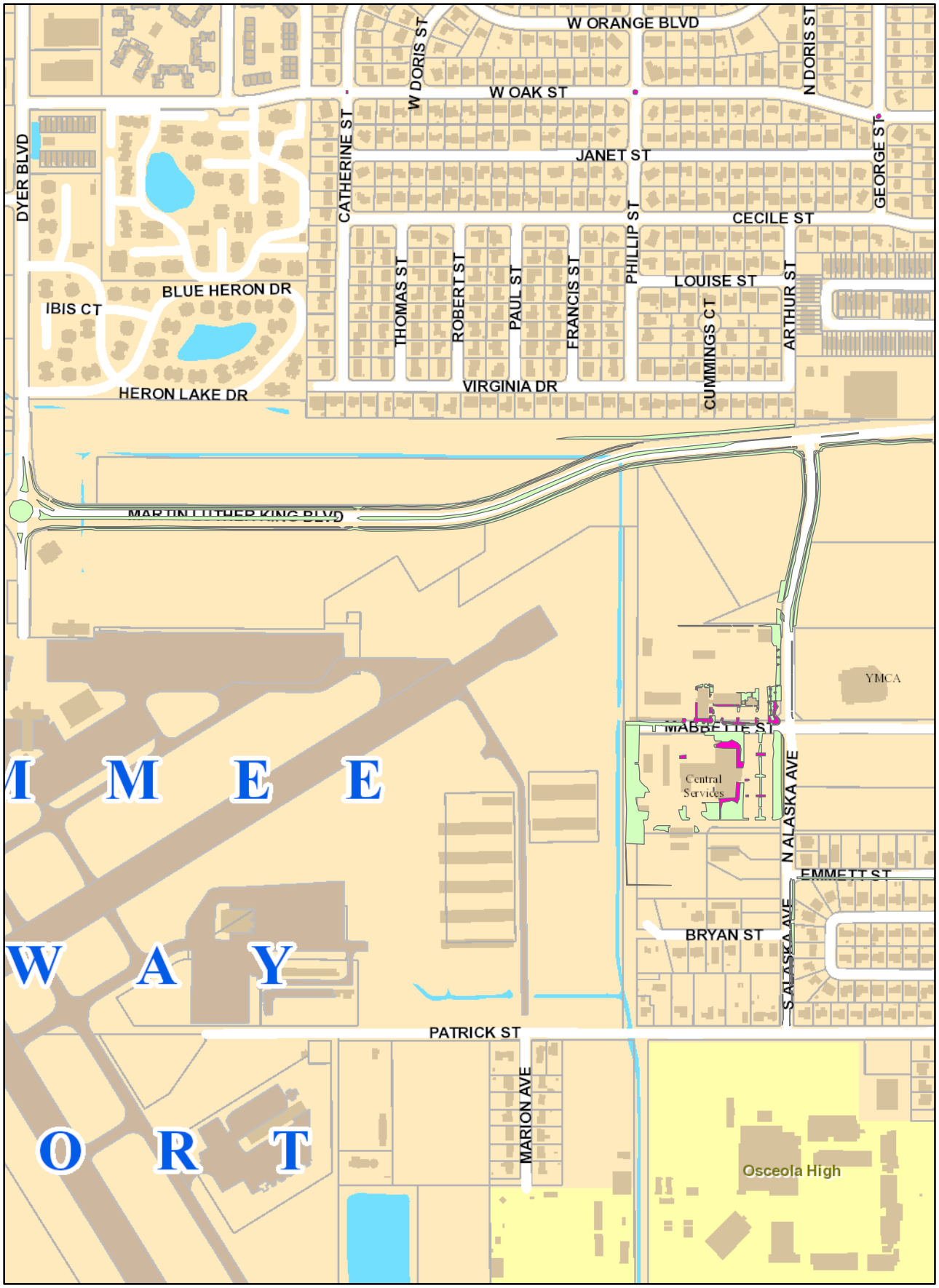
Martin Luther King from John Young Pkwy to Emory, Undeveloped Road and Rosland Drive



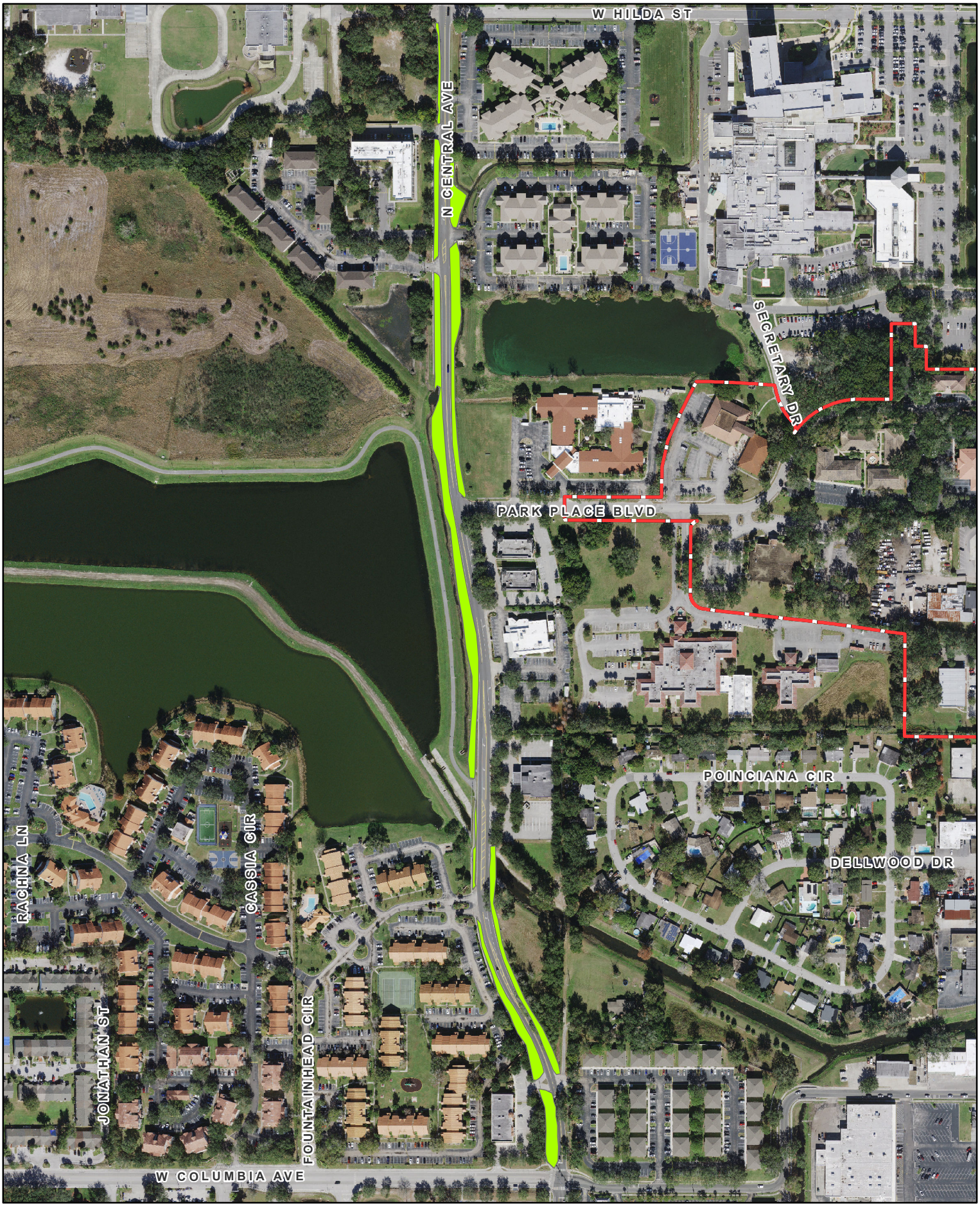
Martin Luther King from Emory to Thacker, Mabbette from Lavon to Thacker (north side)



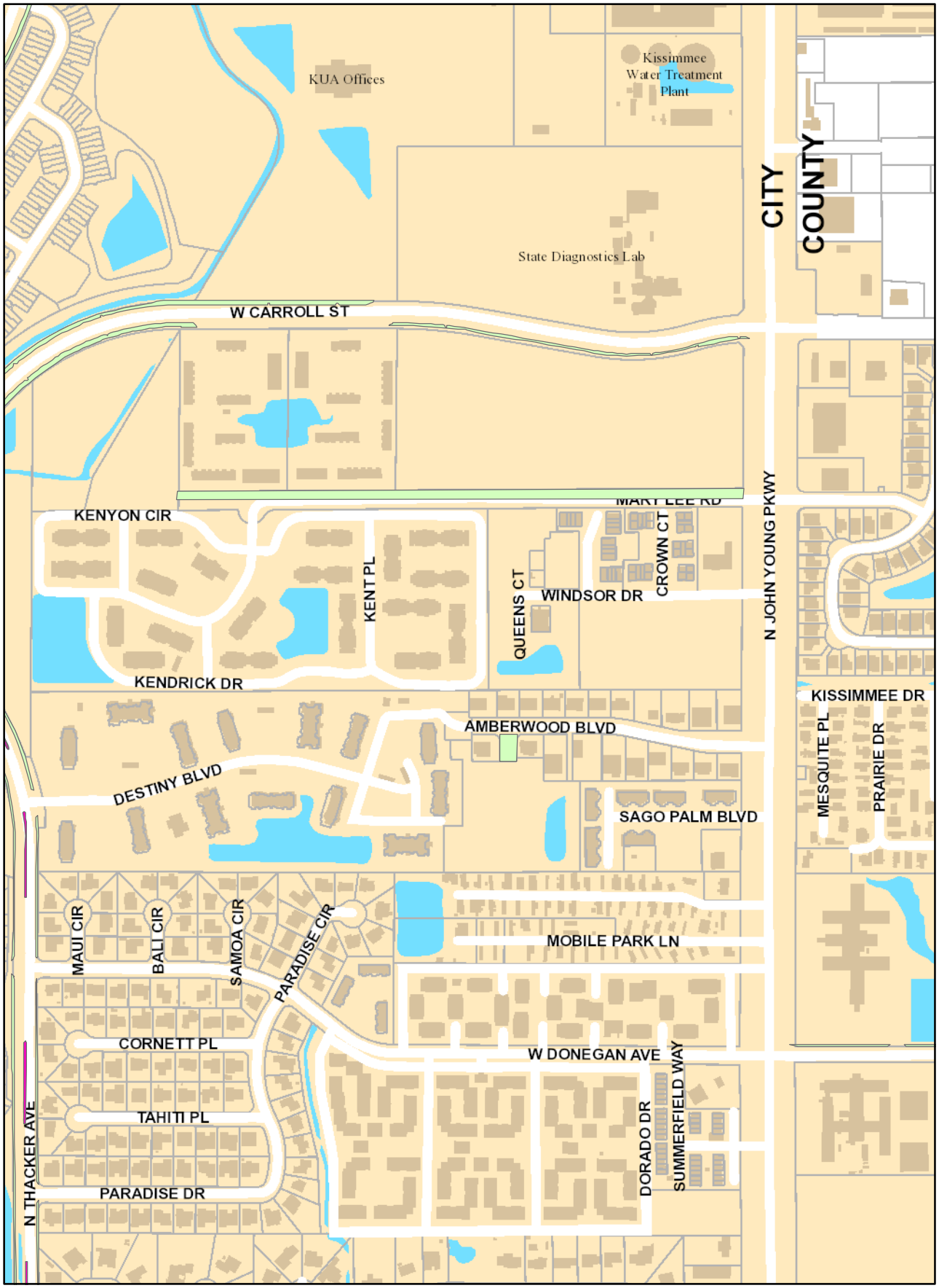
Martin Luther King fromThacker to Dyer, Alaska from MLK to Patrick St & Central Services



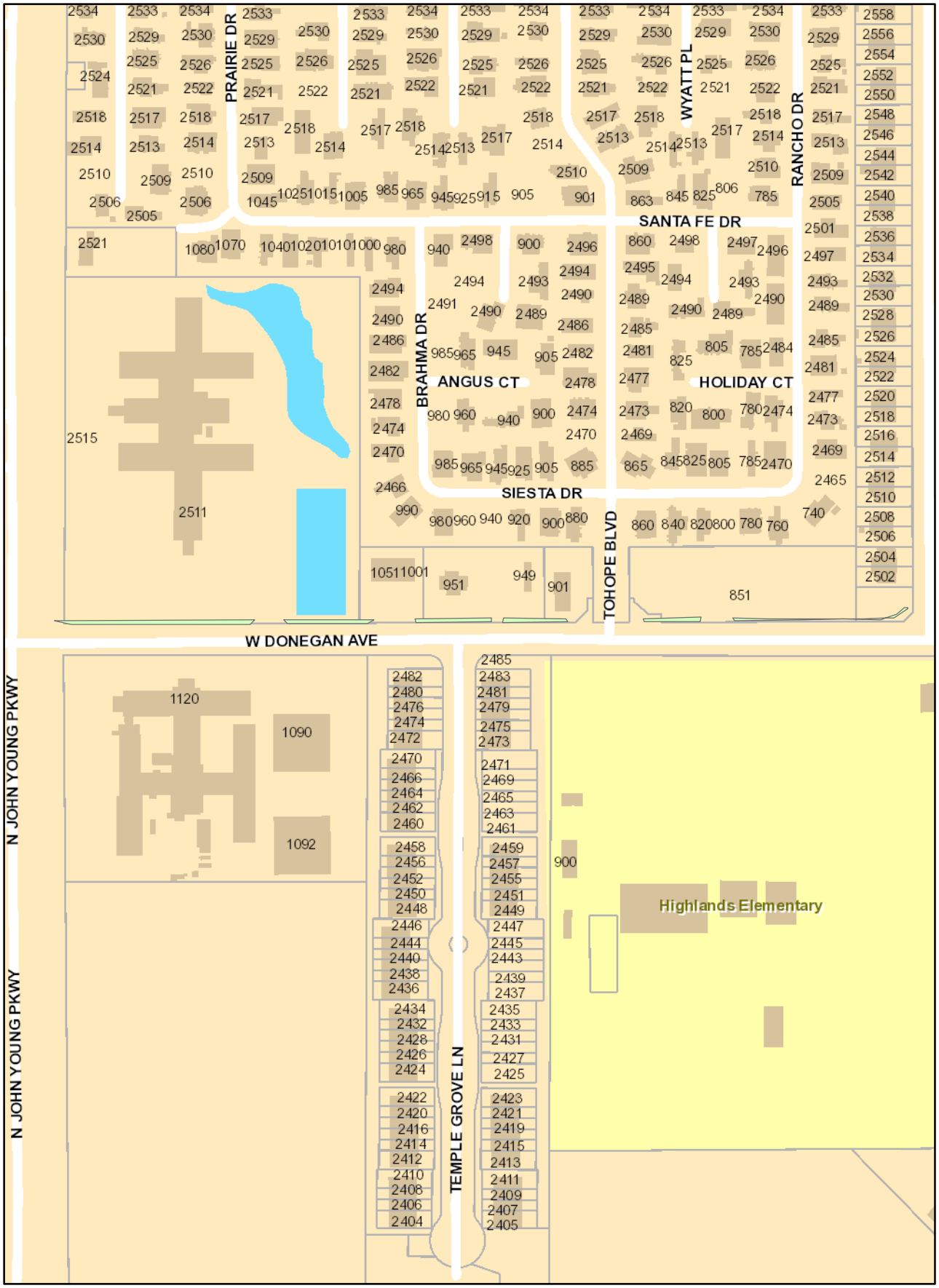
Central Avenue - from Columbia Ave, north to Hilda St.



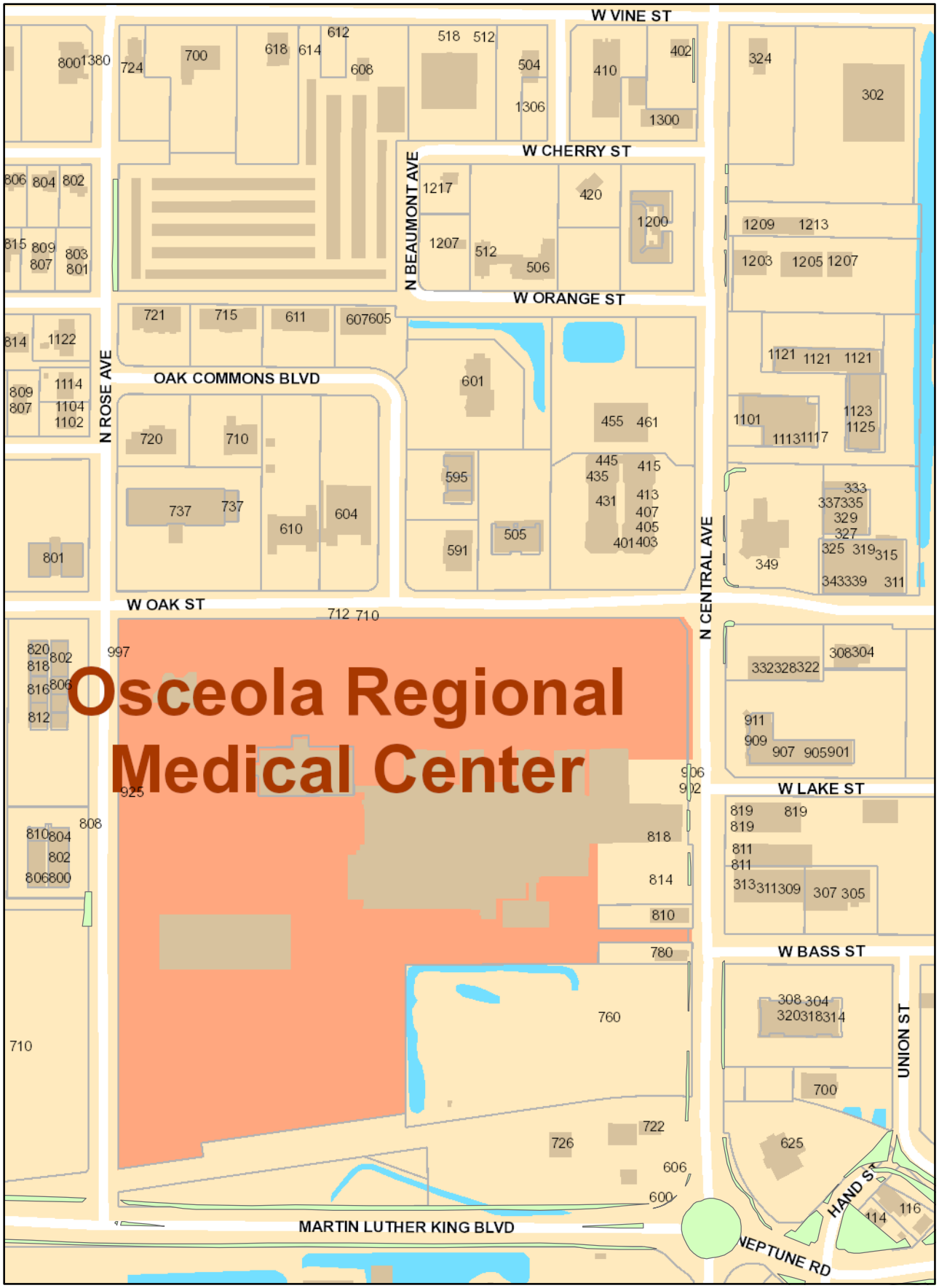
Mary Lee Road and Amberwood Lot



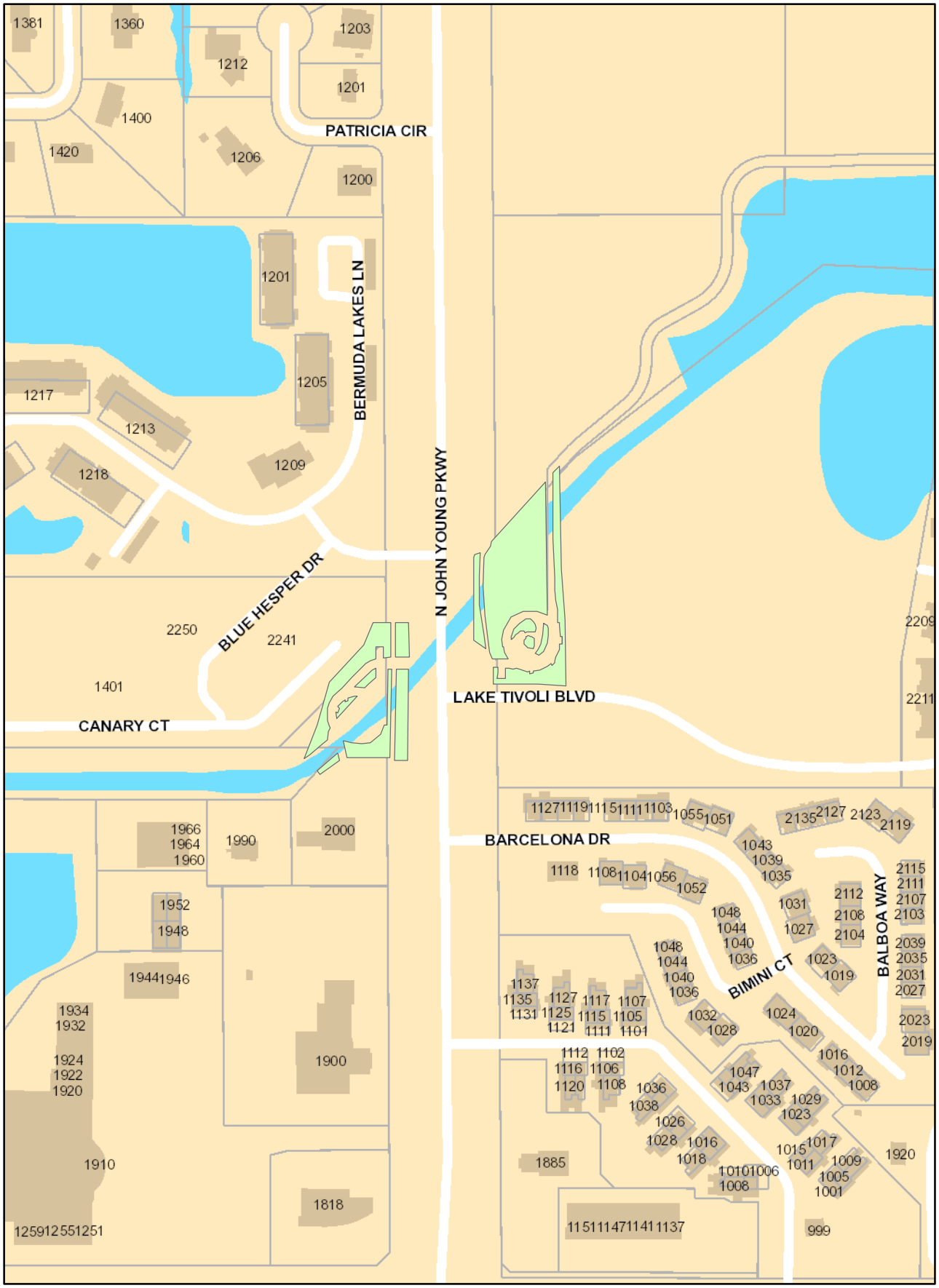
Donegan Avenue from Coral Ave to JYP

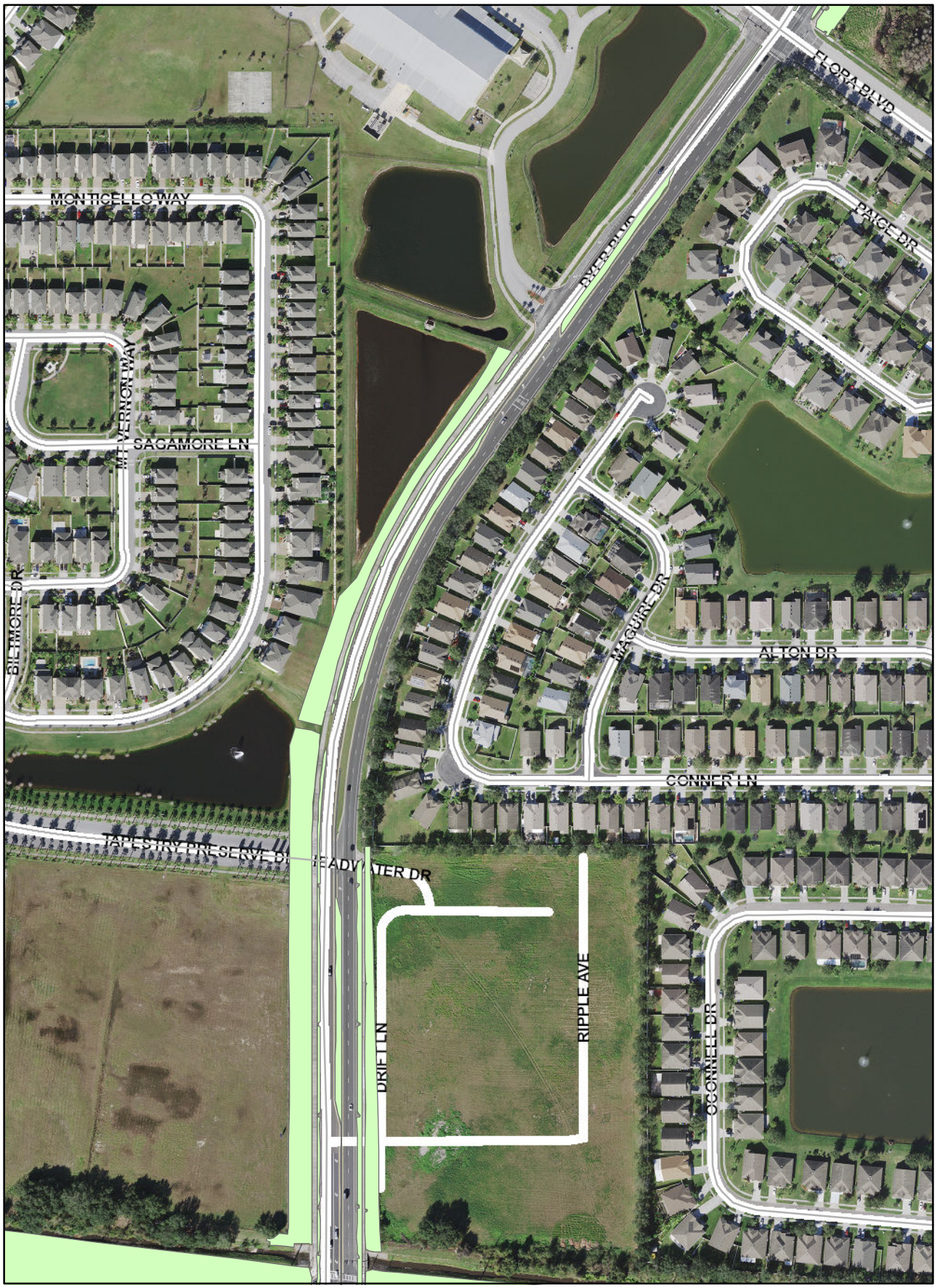


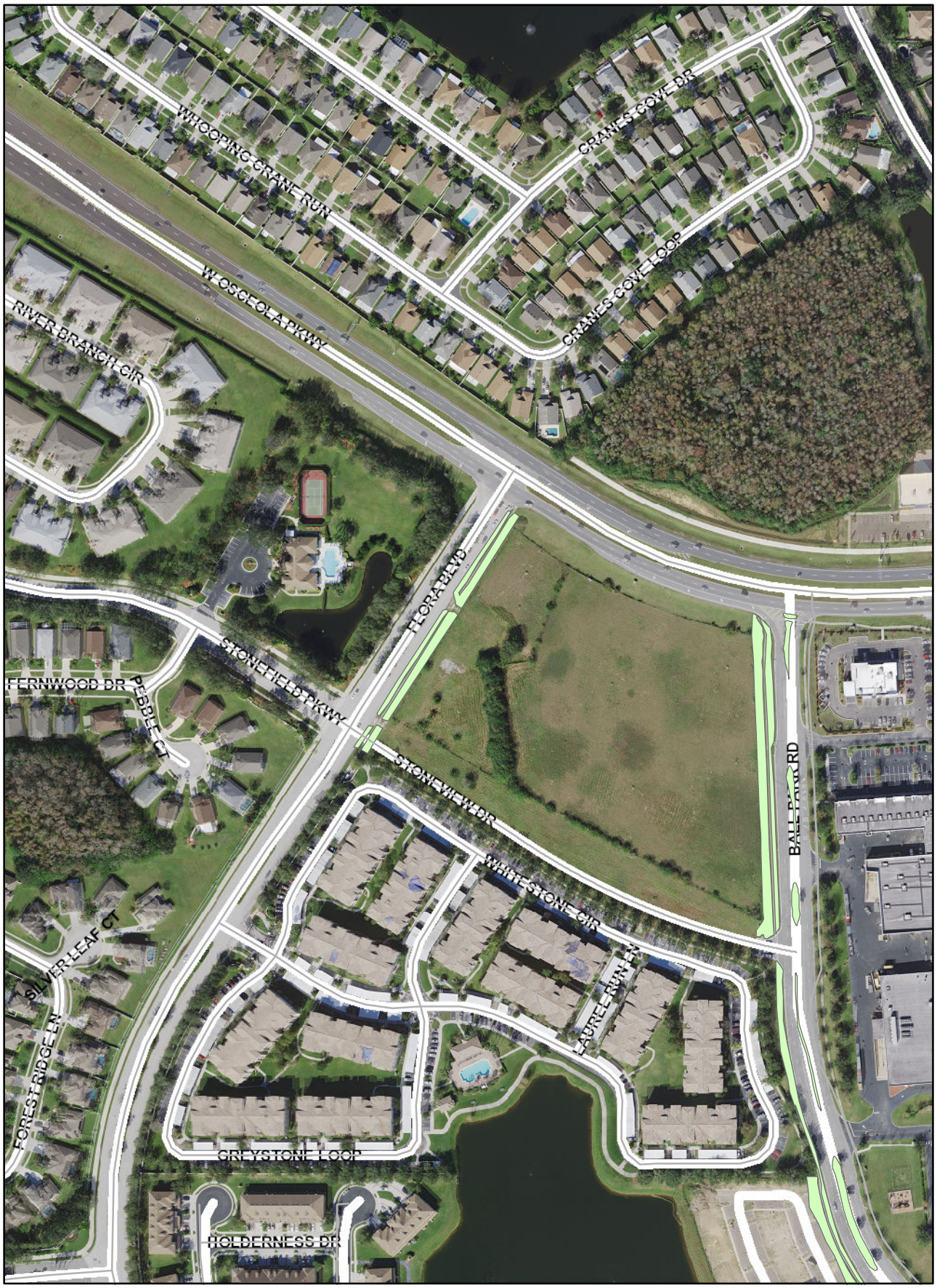
Central Ave from Vine to MLK, N. Rose Ave from Orange to Cherry



Kissimmee Pedestrian Bridge at John Young Pkwy



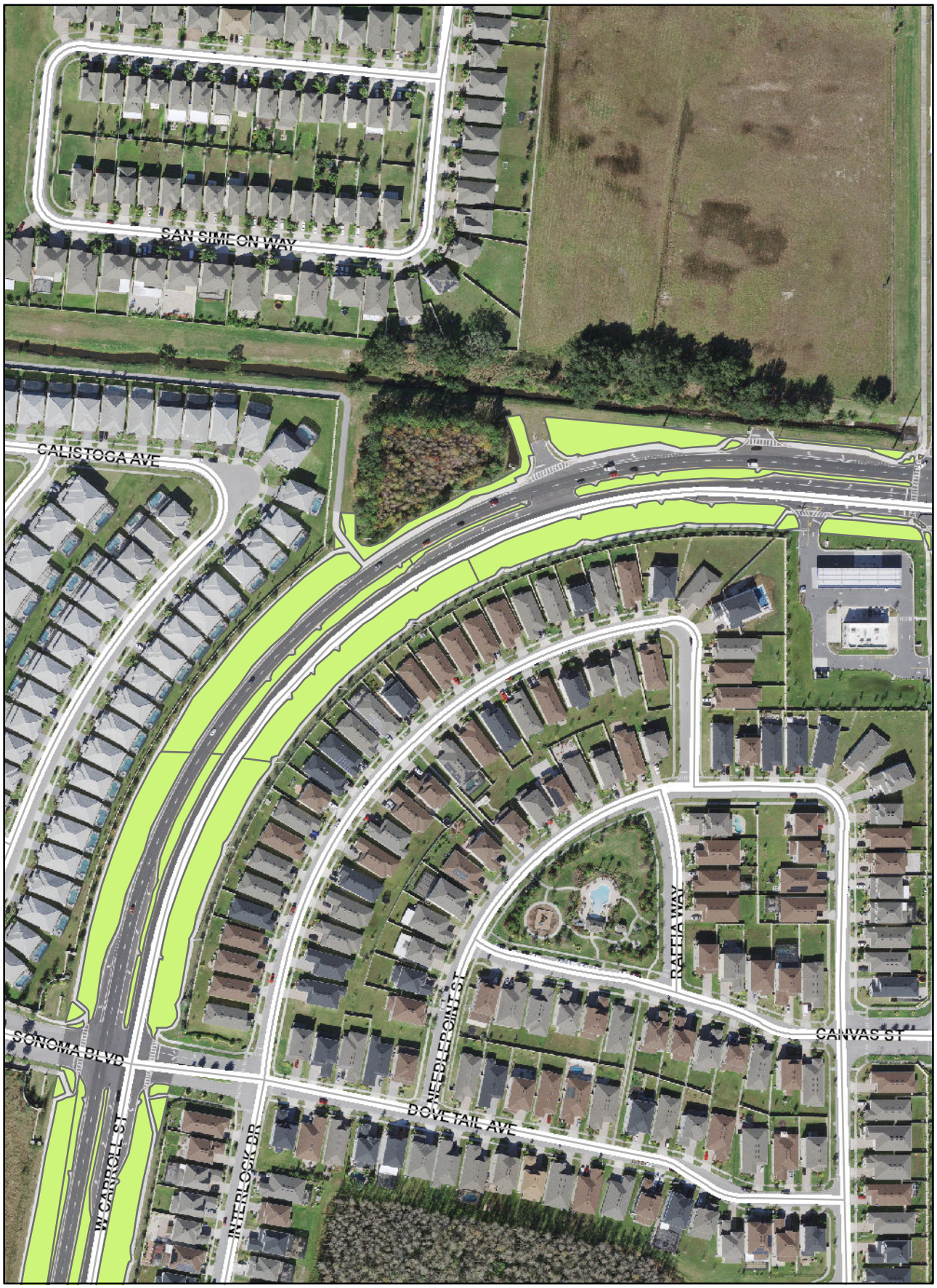

FLORA BLVD
DYER BLVD
PAIGE DR
MONTICELLO WAY
MT VERNON WAY
SAGAMORE LN
BILTMORE DR
MAGUIRE DR
ALTON DR
CONNER LN
RIPPLE AVE
DRIFT LN
O'CONNELL DR

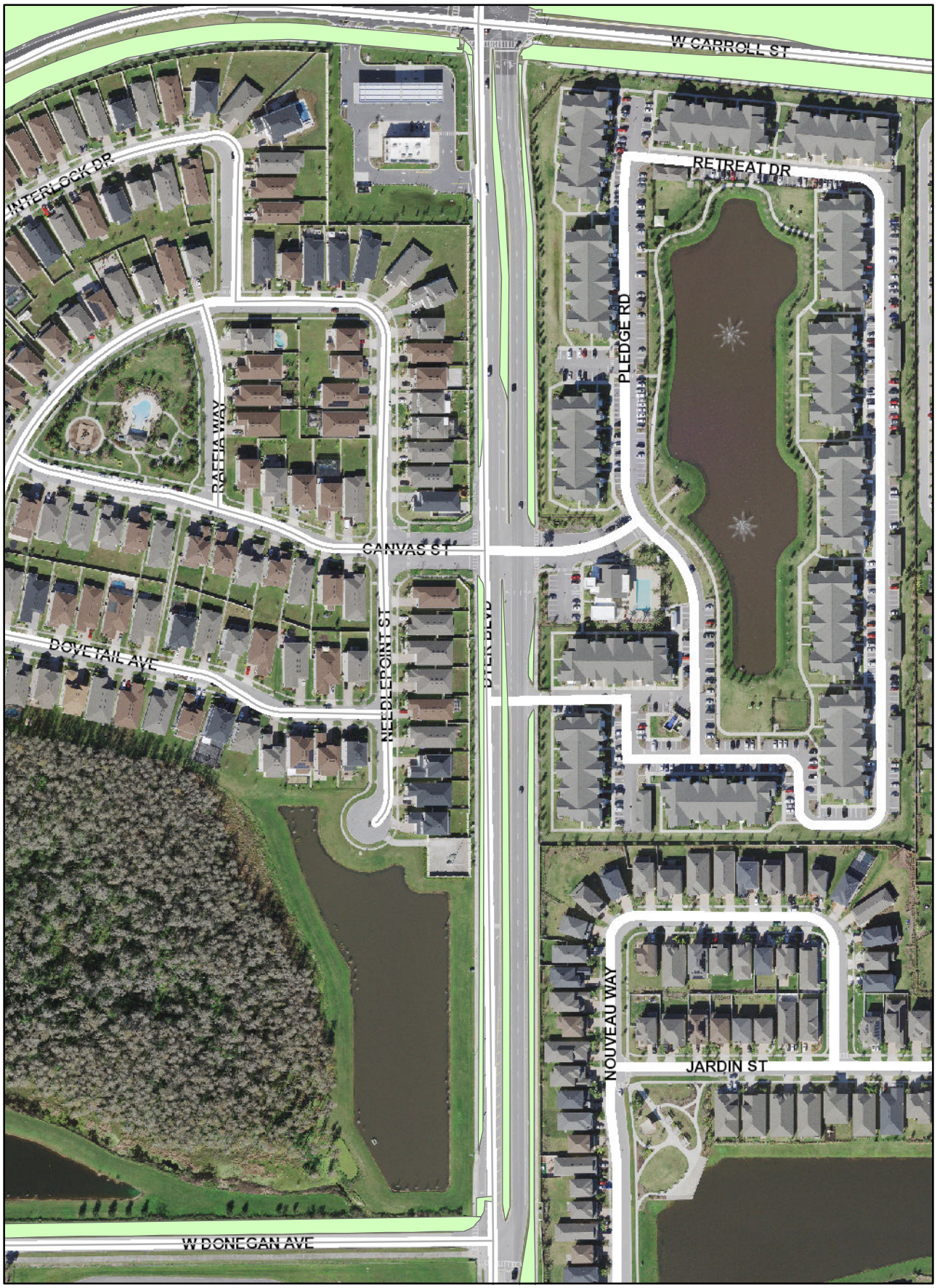

WHOOPING CRANE RUN
CRANES COVE DR
CRANES COVE LOOP
W OSCEOLA PKWY
RIVER BRANCH CIR
FLORA BLVD
STONEFIELD PKWY
FERNWOOD DR
PEBBLE CT
STONE VIEW DR
WHITESTONE CIR
LAUREL RUN LN
SILVER LEAF CT
FOREST RIDGE LN
GREYSTONE LOOP
HOLDERNESS DR
BALL PARK RD



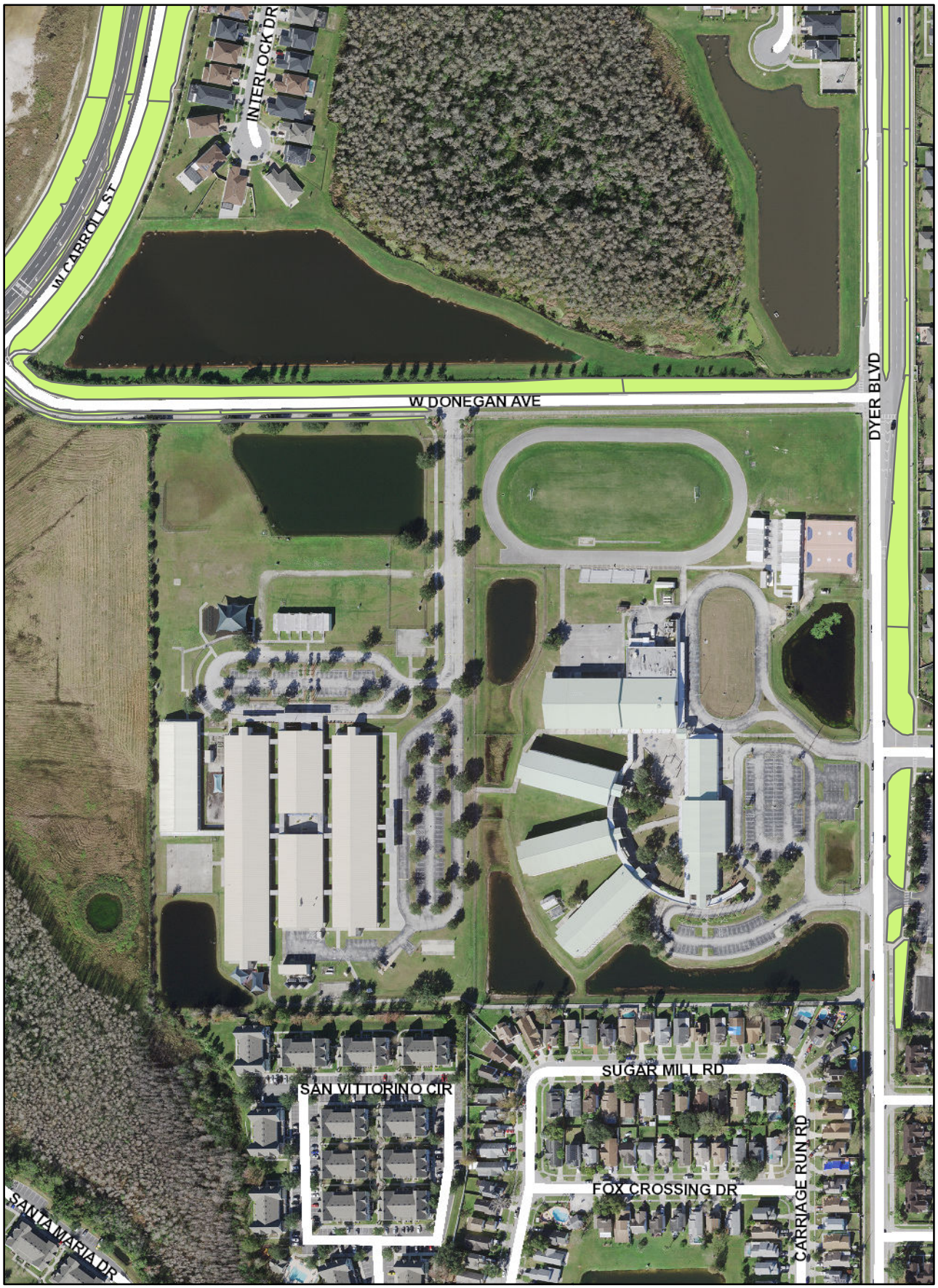

WHITESTONE CIR
LOOPDALE LN
LOOPDALE LN
BALL PARK RD
PARK POND WAY
LANGDON LN SOUTH
WENTWORTH LN
GRAFTON DR
ASHLAND LN SOUTH
FLORA BLVD
DYER BLVD
SWOOP CIR
PAIGE DR




SAN SIMEON WAY
CALISTOGA AVE
SONOMA BLVD
W CARROLL ST
INTERLOCK DR
DOVETAIL AVE
NEEDLEPOINT ST
RAFFIA WAY
CANVAS ST


W CARROLL ST
INTERLOCK DR
RAFFIA WAY
CANVAS ST
DOVETAIL AVE
NEEDLEPOINT ST
RETREAT DR
PLEDGE RD
NOUVEAU WAY
JARDIN ST
W DONEGAN AVE

Dyer Blvd - south of Donegan



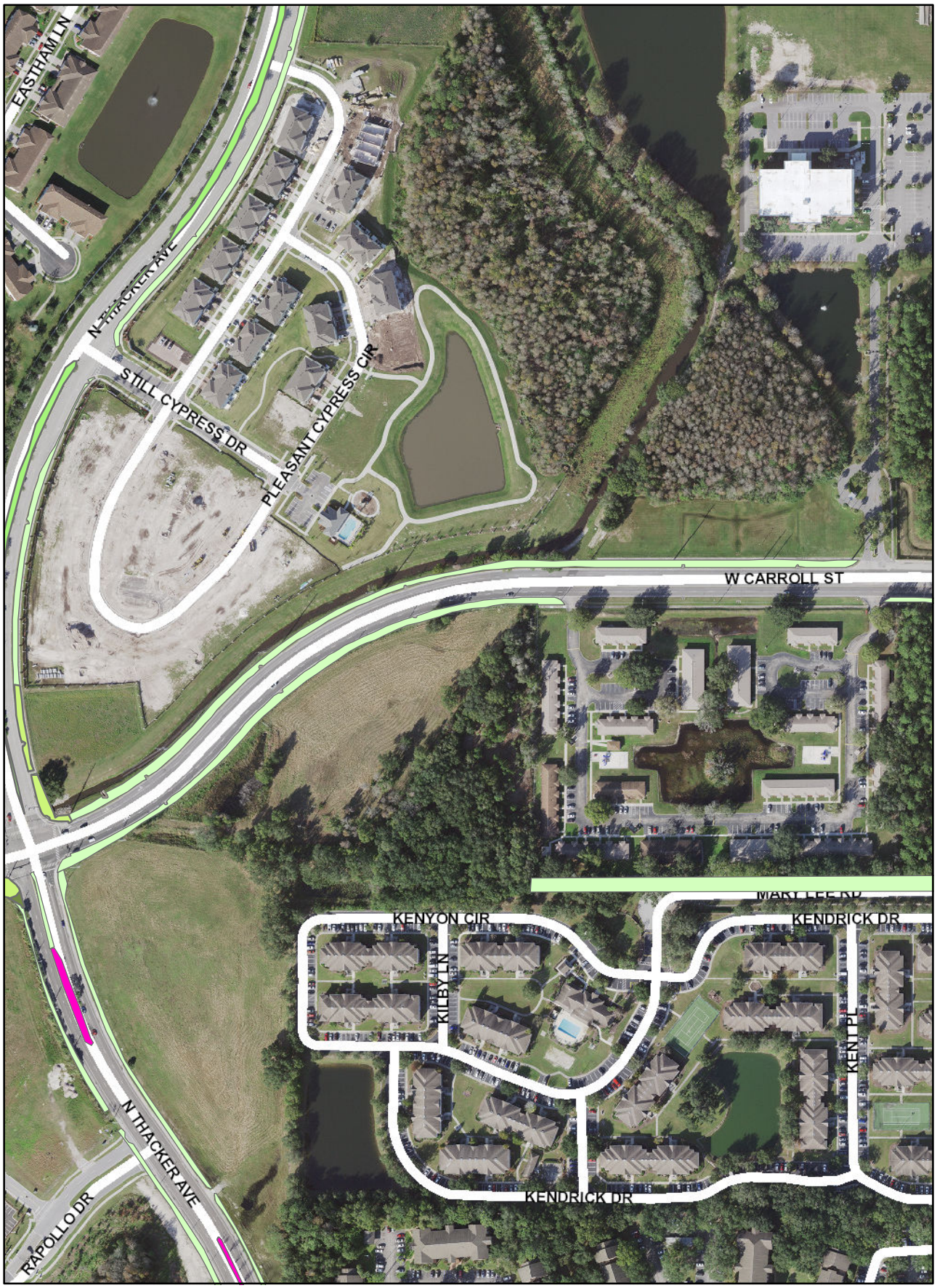

SONOMA BLVD
MANTANZAS DR
W CARROLL ST
SONOMA BLVD
W DONEGAN AVE
NANASKAR LN
WINSTON CT
N HOAGLAND BLVD

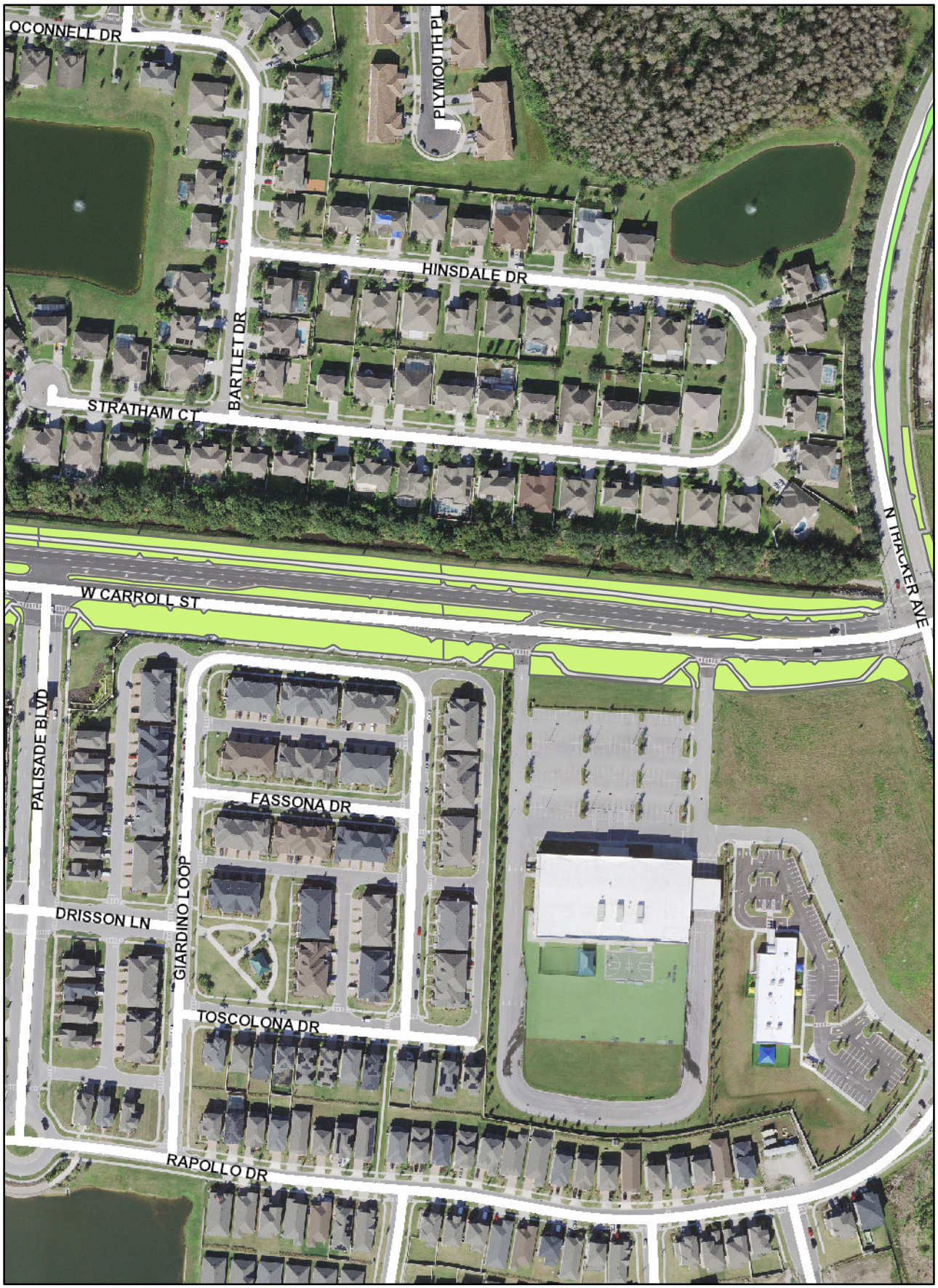

Osceola County
Softball
Complex
Kissimmee
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Thacker - Flora to Ball Park




MAGUIRE DR
CONNER LN
ALTON DR
HEADWATER DR
RIPPLE AVE
DRIFT LN
OCONNELL DR
W CARROLL ST
WINDMILL DR
PALISADE BLVD
PLEDGE RD
CELLO LN
RETREAT DR
AMATI DR
RAPOLLO DR
FOLIO WAY
RETREAT DR

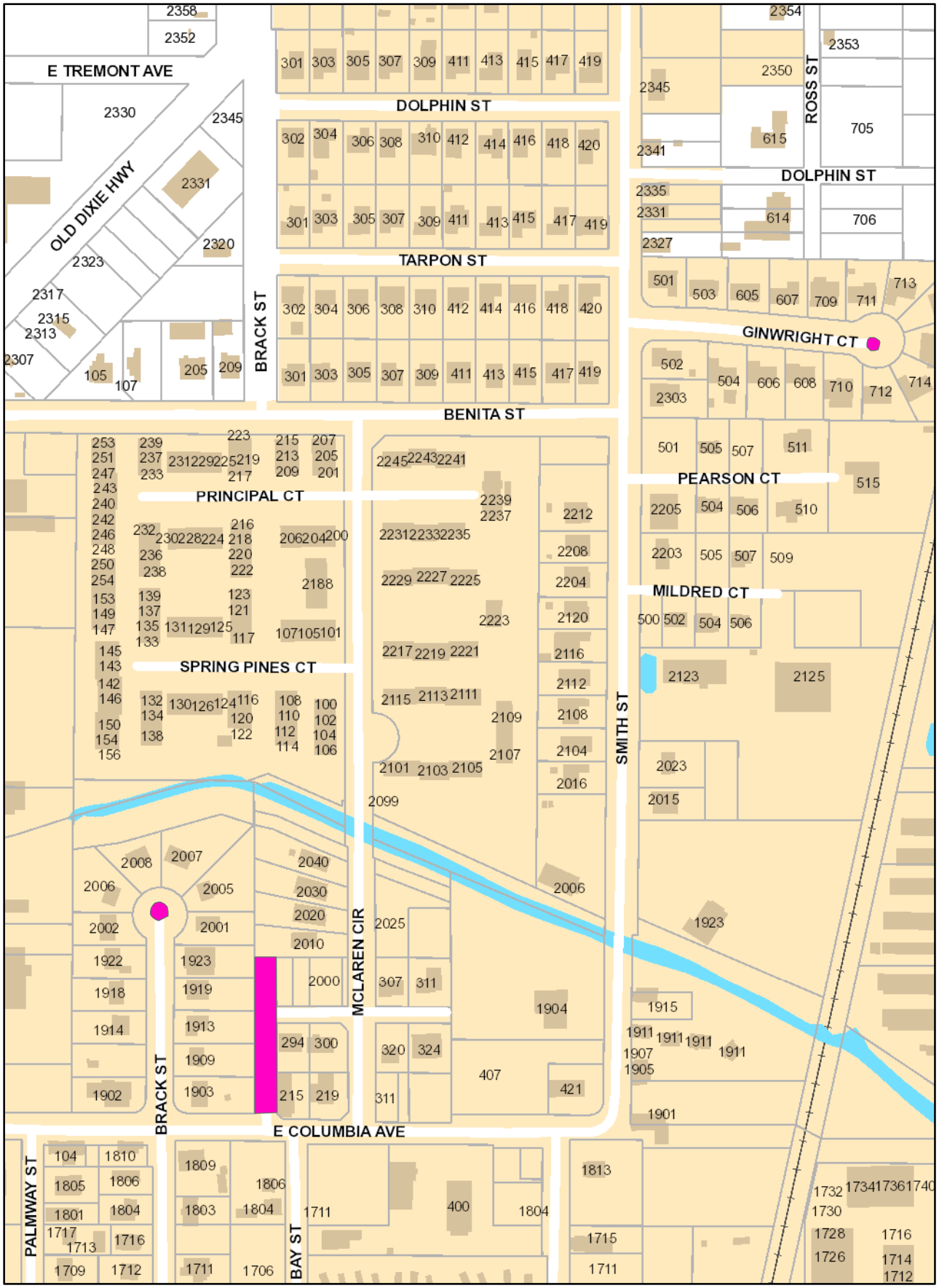

EASTHAM LN
N THACKER AVE
STILL CYPRESS DR
PLEASANT CYPRESS CIR
W CARROLL ST
KENYON CIR
KILBY LN
KENDRICK DR
KENT PL
KENDRICK DR
N THACKER AVE
APOLLO DR


OCONNELL DR
PLYMOUTH PL
HINSDALE DR
BARTLET DR
STRATHAM CT
N THACKER AVE
W CARROLL ST
PALISADE BLVD
FASSONA DR
DRISSON LN
GIARDINO LOOP
TOSCOLONA DR
RAPOLLO DR

Dyer Blvd - north of Ball Park

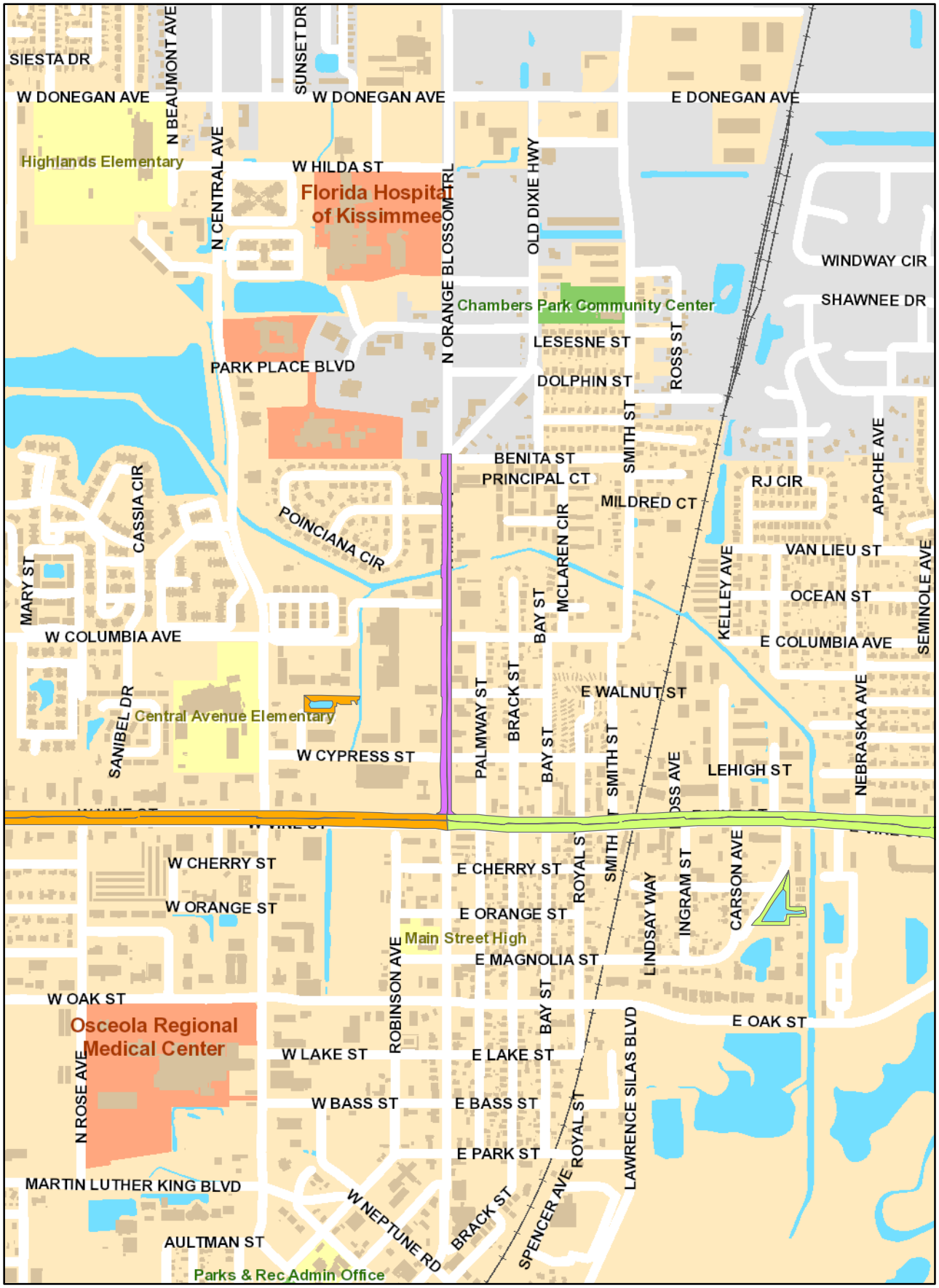


Brack Street island, Bay Street, & Ginwright Ct island



US 17-92 - US 441 - FDOT

Main Street - from Vine to Benita



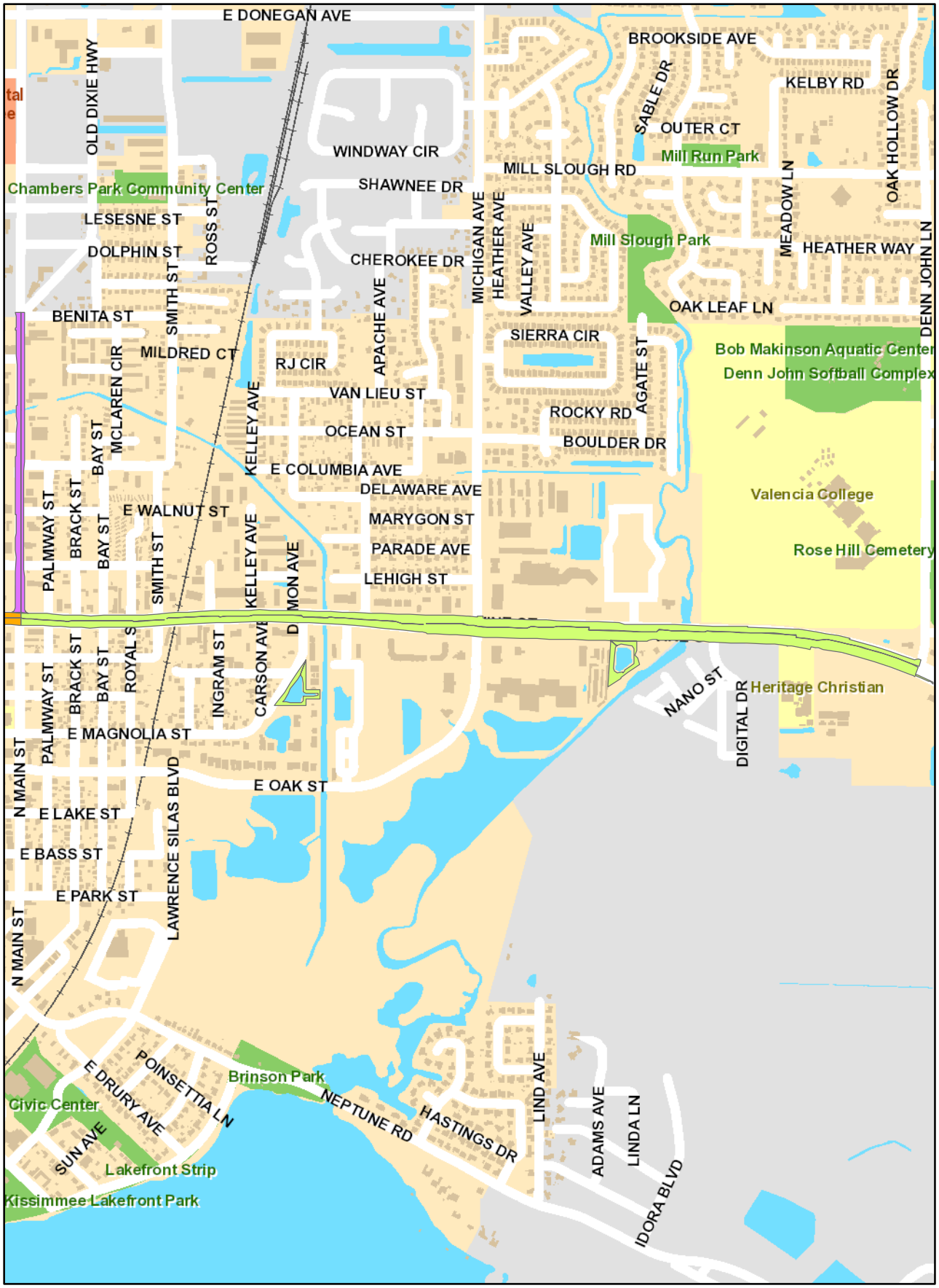
US 17-92 - US 441 - FDOT

John Young Pkwy - from Vine south to the Oaks (Kissimmee City Limits)



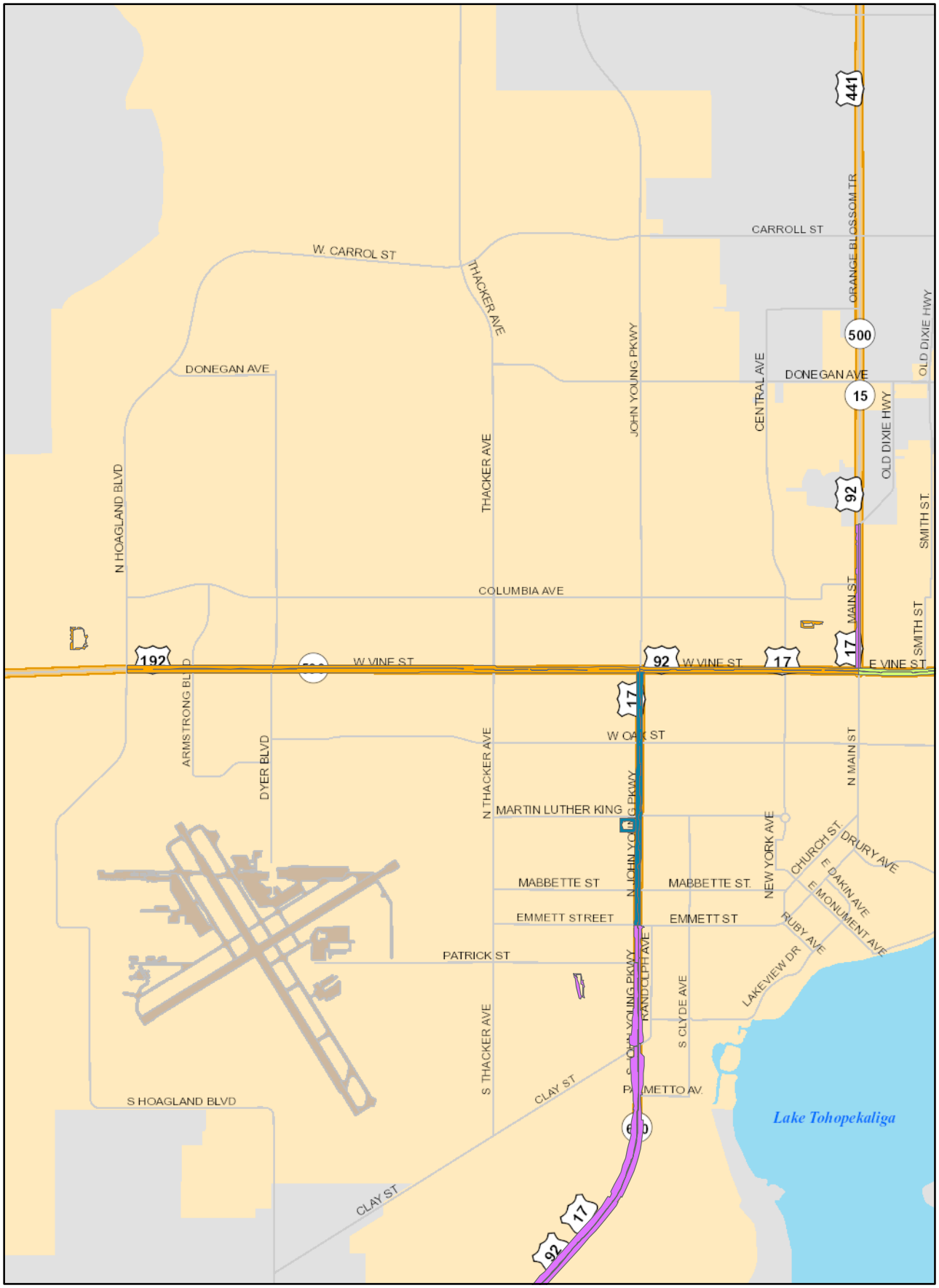
US 192 - East & West Vine Street - FDOT

Vine Street - from Main Street to Denn John Lane - includes 2 ponds



US 192 - East & West Vine Street - FDOT

Vine Street - from Main Street to Hoagland Blvd - includes 2 ponds



Golden Knight Blvd - from Poinciana Blvd to end, including the roundabout.



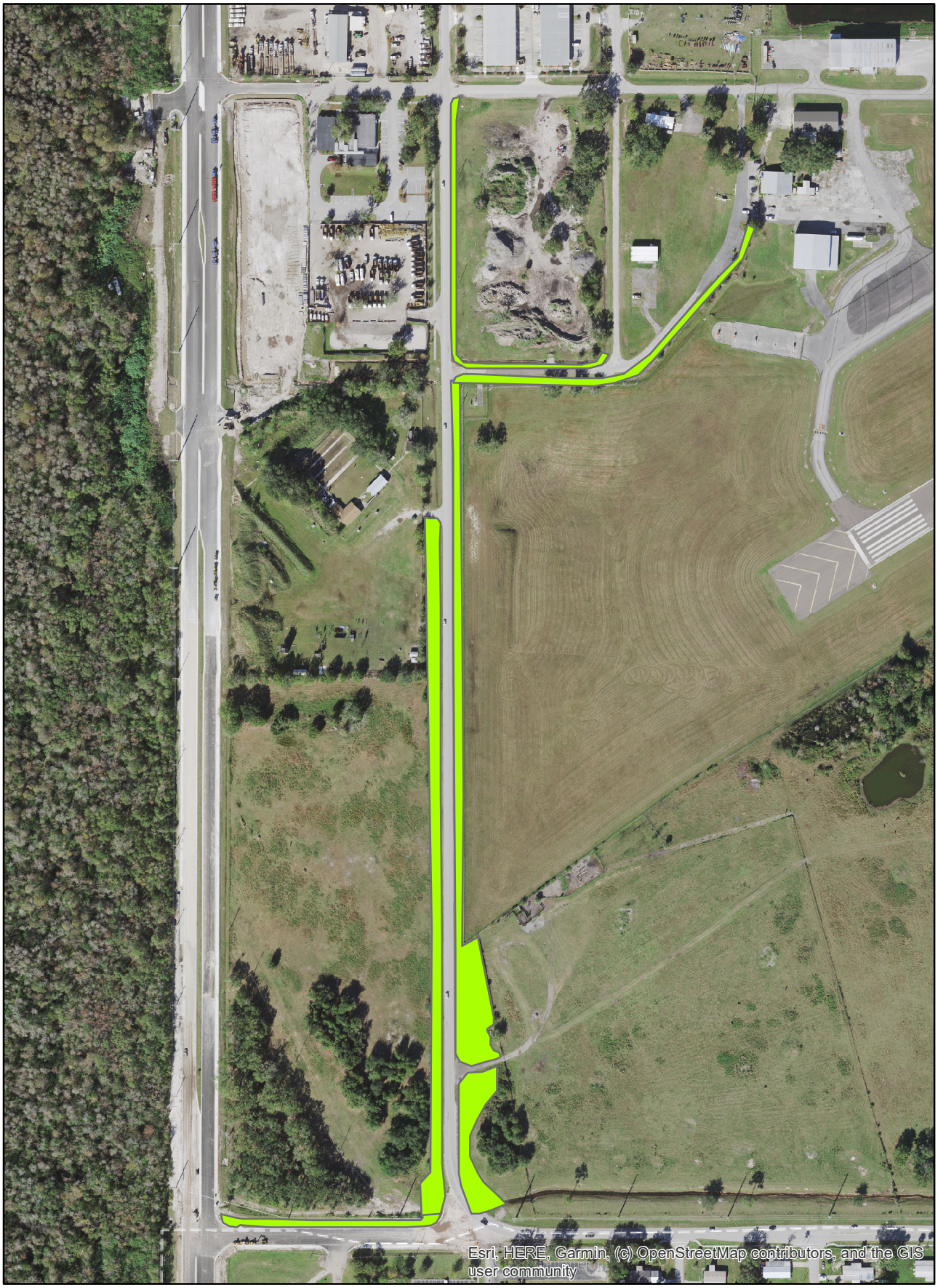
Pershing Street - South Side, Jack Calhoun to Clay



Shingle Creek Stormwater Monitor Access Lane



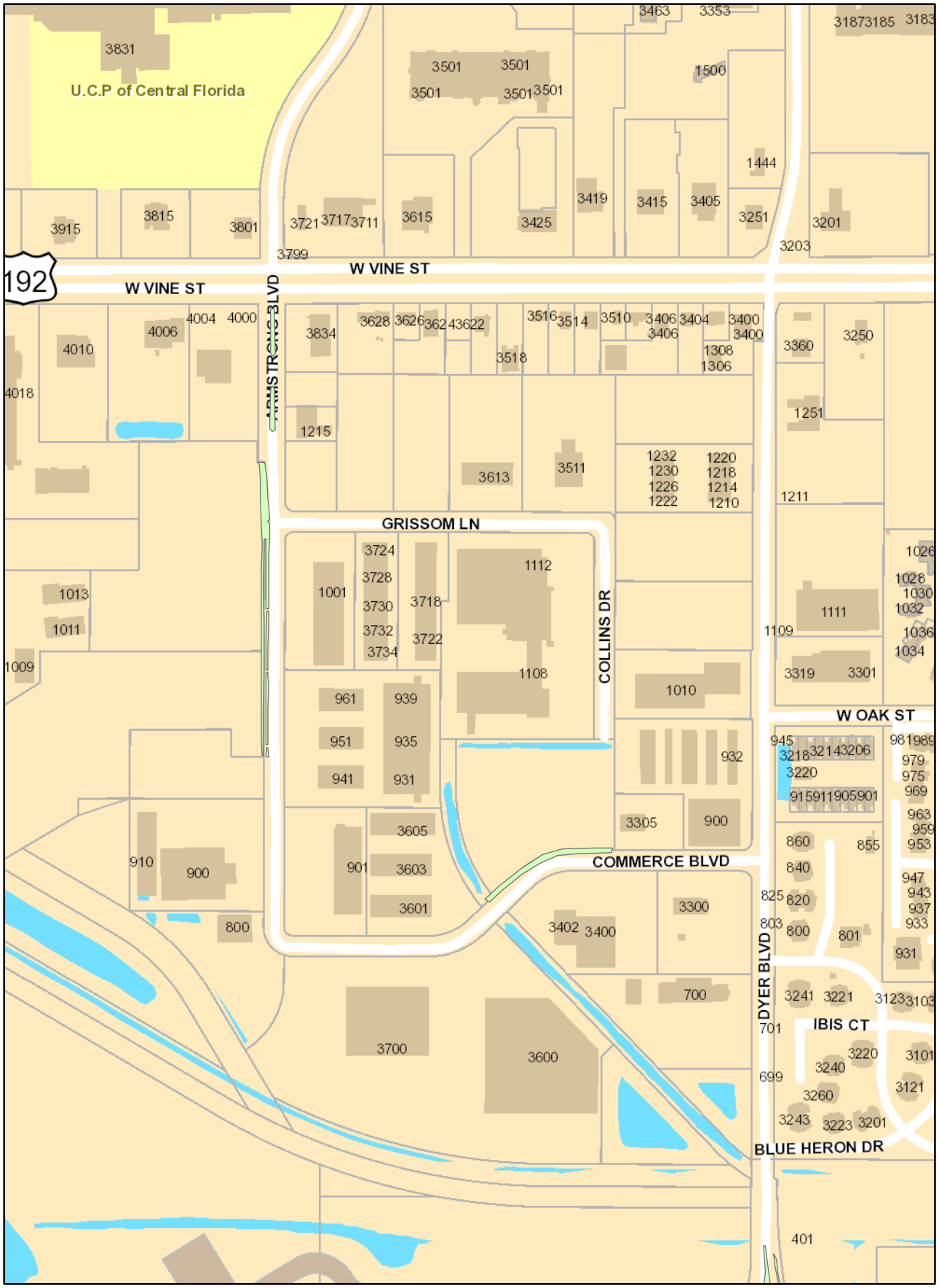
Hangar Road - Jack Calhoun Dr to 3rd Street Sheet 8



Butler Avenue, Clay Street and Ernest St/Emory ROW Lot



Armstrong Boulevard and Commerce Boulevard



War Bird Boulevard ROW & Yates Rd.



North Hoagland Blvd from Carroll to Columbia, Columbia from St.13 to Dyer

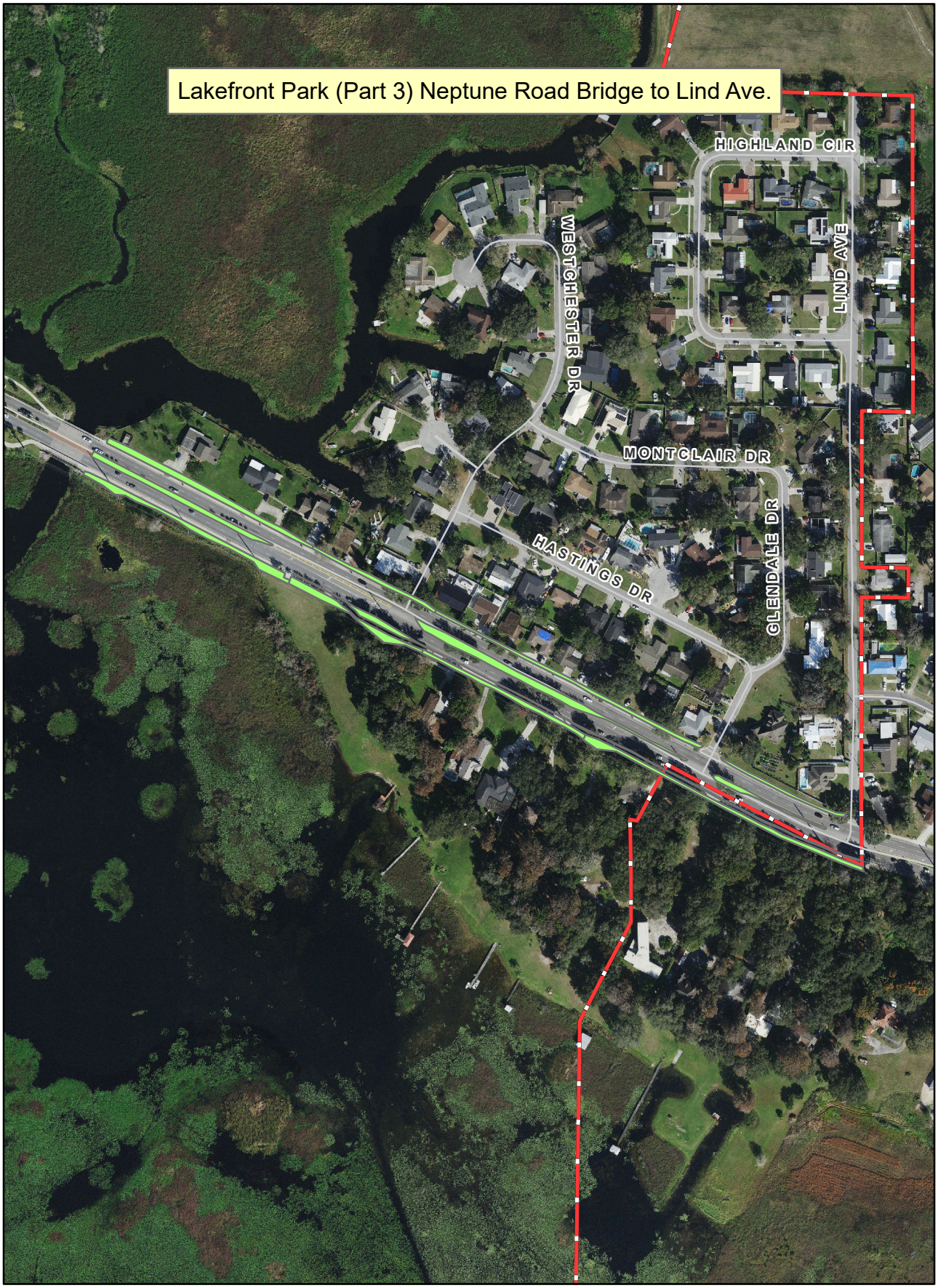


Jack Calhoun Drive, Gilbert Ave and Pershing Street

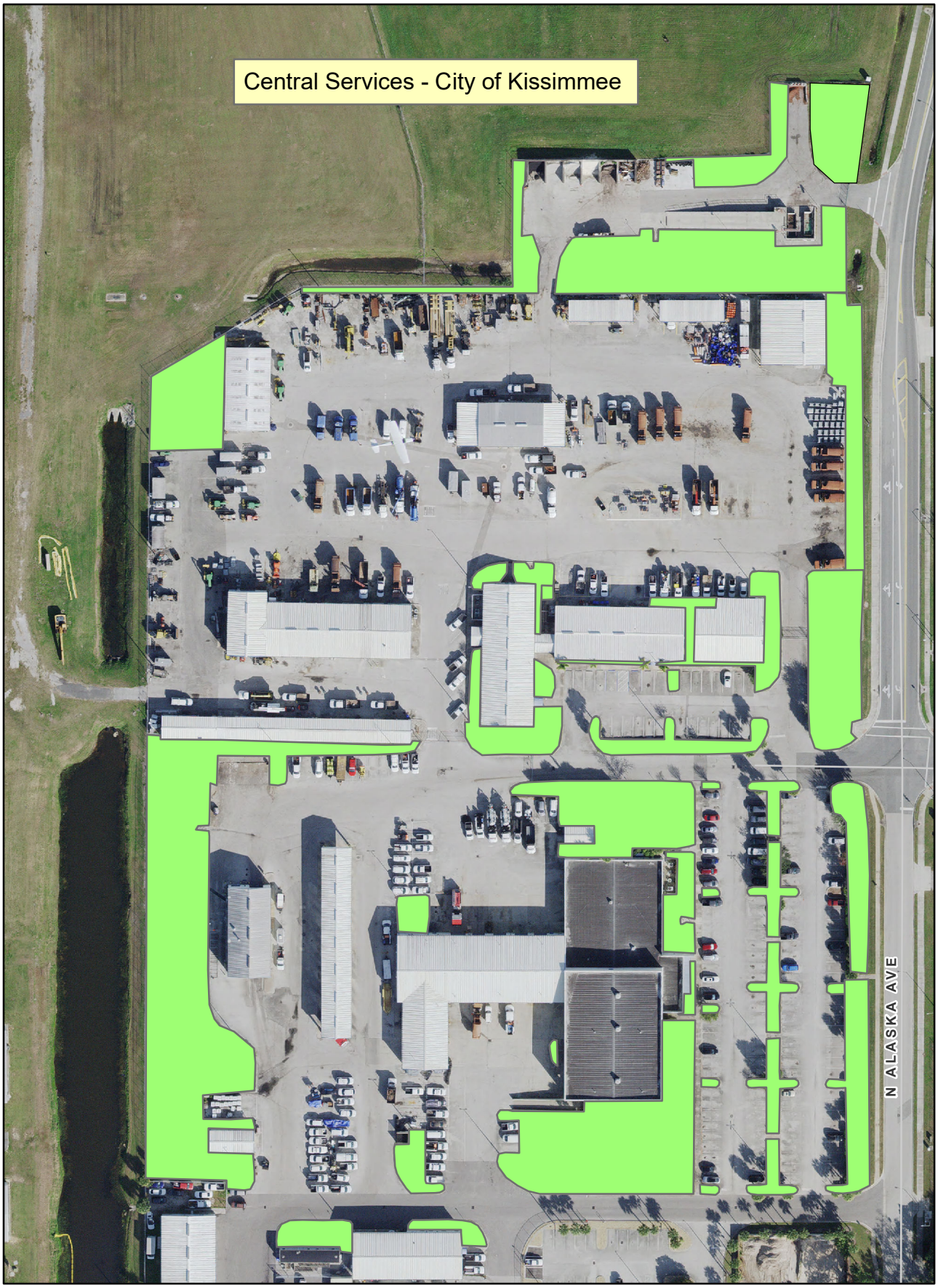


Thacker from Columbia to Carroll St.

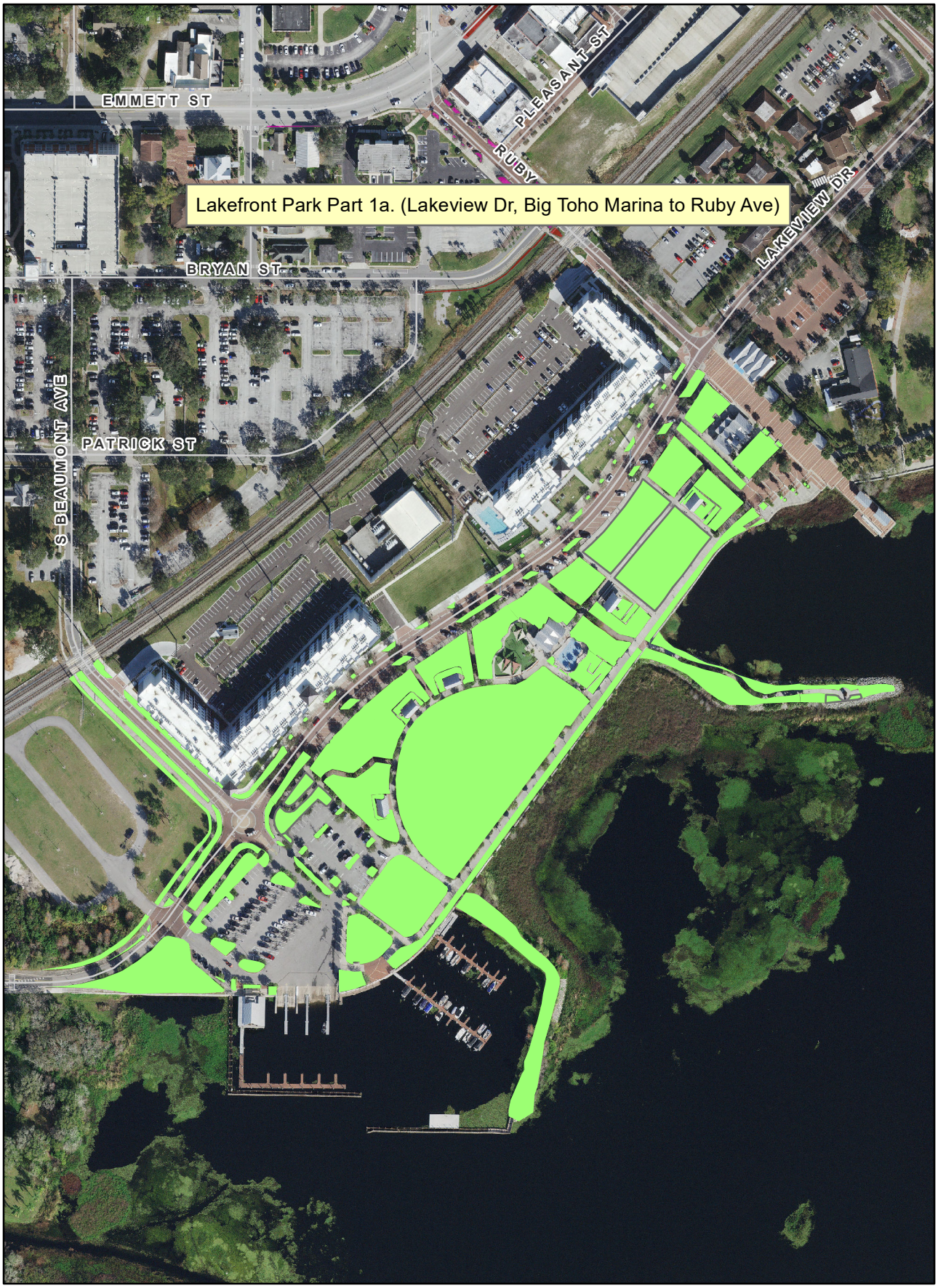



Lakefront Park (Part 3) Neptune Road Bridge to Lind Ave.
HIGHLAND CIR
WESTCHESTER DR
LIND AVE
MONTCLAIR DR
HASTINGS DR
GLENDALE DR


Lakefront Park Part 1b. (Ruby Ave to Monument Ave)
BROADWAY
E DAKIN AVE
PLEASANT ST
TOHOPEKALIGA AVE
JOHNSTON ST
E DAKIN AVE
LAKEVIEW DR


Central Services - City of Kissimmee
N ALASKA AVE


Lakefront Park Part 2 (Lakeshore Drive to Neptune Rd Bridge)
BRACK ST
SPENCER AVE
SILAS BLVD
TOHOPEKALIGA AVE
NEPTUNE RD
OLEANDER LN
E DRURY AVE
JACARANDA LN
E DAKIN AVE


Lakefront Park Part 1a. (Lakeview Dr, Big Toho Marina to Ruby Ave)
EMMETT ST
PLEASANT ST
RUBY
LAKEVIEW DR
BRYAN ST
S BEAUMONT AVE
PATRICK ST

Landscape Maintenance Service Calendar

Service Month	1 *Jan*	2 *Feb*	3 *Mar*	4 *Apr*	5 *May*	6 *June*	7 *July*	8 *Aug*	9 *Sept*	10 *Oct*	11 *Nov*	12 *Dec*	
Task	**Maximum Frequency**												**Cycles/Year**
Mowing	2	2	3	4	4	4	4	4	4	3	3	2	39
Edging/String Timming	2	2	3	4	4	4	4	4	4	3	3	2	39
Weed Control	2	2	2	2	2	2	2	2	2	2	2	2	24
Hedge Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Liter/Debris Removal	2	2	3	4	4	4	4	4	4	3	3	2	39
Orn. Grass Trimming	1												1
Rain Gardens	1	1	1	1	1	1	1	1	1	1	1	1	12

CITY OF KISSIMMEE 1883

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

_____ does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:

Locations	Cost Per Cycle	Quantity of Cycles	Total Cost
Total Cost of Northwest Kissimmee	$ -	39	$ -
Total Cost of Mill Run Area	$ -	39	$ -
Total Cost of Central Kissimmee	$ -	39	$ -
Total Cost of Smith & Columbia Area	$ -	39	$ -
Total Cost of North Central Kissimmee	$ -	39	$ -
Total Cost of Martin Luther King Boulevard Phase 1 Area	$ -	39	$ -
Total Cost of Martin Luther King Boulevard Phase 2 Area	$ -	39	$ -
Total Cost of Martin Luther King Boulevard Phase 3 Area	$ -	39	$ -
Total Cost of West & Southwest Kissimmee	$ -	39	$ -
Total Cost of US 192 – East & West Vine Street – FDOT	$ -	39	$ -
Total Cost of US 17-92 – John Young Parkway/ US 441 – Main Street – FDOT	$ -	39	$ -

Total Cost of Downtown Kissimmee	$ -	39	$ -

Grand Total	$ -

Total Cost of Downtown Kissimmee with optional Shrubbery bed	$ -	12	$ -
Total Cost of Bid Alternate	$ -	12	$ -

City of Kissimme - Parks and Medians

Services per Cycle are mowing, trimming, edging and litter/debris removal.

Street/ Road Name	Segment Limits	Cost Per Cycle
Downtown Kissimmee		
Lakefront Park - 201 Lakeview Drive		$ -
Optional: Shrubbery bed		$ -
Brinson Park		$ -
Optional: Shrubbery bed		$ -
Neptune Medians		$ -
Optional: Shrubbery bed		$ -
Total Cost of Downtown Kissimmee		**$ -**
Total Cost of Downtown Kissimmee with optional Shrubbery bed		**$ -**
Bid Alternate		
Rain Garden's maintenance	South of Toho Marina on Lakeview Drive to	
trimming of plants, weed removal, Etc	Monument Avenue	$ -
Total Cost of Bid Alternate		**$ -**

City of Kissimme - Right of Way Mowing

Services per Cycle are mowing, trimming, edging and litter/debris removal.

Street/ Road Name	Segment Limits	Cost Per Cycle
Northwest Kissimmee		
A. Dyer Boulevard	From the Boys Club to Eagles Reserve/Thacker.	$ -
B. W. Carroll Street	From Hoagland Blvd to KUA's driveway entrance.	$ -
C. Thacker Avenue	From Carroll Street to Ball Park Road	$ -
D. N. Flora Boulevard	From Stonefield Parkway to Osceola Parkway	$ -
E. Flora Boulevard	From Thacker Ave to John Young Pkwy	$ -
F. Ball Park Road	From Osceola Parkway to Thacker Ave	$ -
G. Donegan Avenue	From Carroll Street to Dyer Boulevard	$ -
H. Renee Terrace **Selected areas only** 1. Haley Ct. roundabout 2. Robert Ct roundabout 3. Irlo Ct 4. Easy Ct 5. Irlo Dr. roundabout		$ -
	Total Cost of Northwest Kissimmee	$ -
Mill Run Area		
A. Mill Slough Road	From Brookside Avenue to Ixora Court	$ -
B. Denn John Lane 1. Include bus stop between Heather & Oak Leaf. 2. Include landscaping at SE corner of Denn John Ln. and Mill Slough Rd.	From Mill Slough north to detention pond.	$ -
C. Woodcrest Boulevard 1. Include Oak Run Blvd right-of-way to 280' north of Woodcrest and pond along Woodcrest and along Oak Run to water's edge.	From Debany Road to Bill Beck Blvd.	$ -
D. Bill Beck Boulevard 1. Include pond along Bill Beck to water's edge.	From Quail Run Blvd to north 3,150'.	$ -
E. Bill Beck Boulevard	From Osceola Pkwy to south 750' & from Osceola Pkwy to north dead end.	$ -
F. Mill Run Boulevard **Selected areas only** 1. Include 5 roundabouts. 2. Include 1 cul-de-sac island on Sherry Circle. 3. Include right-of-way along 3 ponds.	From Harbin Drive south to Mill Slough Rd.	

4. Include grass lot on south side of Harbin Drive and landscaped planter on north side of Harbin Drive.		$ -
G. Oak Leaf Lane/ Brookside Avenue/ Sweetwood Boulevard. **Median maintenance only** 1. Include 2 roundabouts & 2 medians on Oak Leaf Ln. 2. Include 1 landscaped median on Dogwood Court. 3. Include 1 median with grass and palm trees on Heather Way. 4. Include 1 island median on Brookside Avenue.		$ -
H. Oak Run Boulevard 1. Include Tina Lane ROW to Charter School. 2. Include 5 landscaped roundabouts. 3. Include pond entrance between Les Court & Oak Breeze. 4. Include large median with oak trees at Mill Slough Rd.	From Tina Lane to Mill Slough Road.	$ -
	Total Cost of Mill Run Area	$ -
Central Kissimmee		
A. Oak Street	From Vine St. to Lawrence Silas Blvd/RR.	$ -
B. Lawrence Silas Boulevard 1. Include Park Street – from Lawrence Silas to Royal Street.	From Oak Street to Neptune Road.	$ -
C. East Magnolia Street	From 817 Magnolia to Vine Street.	$ -
D. Oak Street 1. Include City owned lots at 1004 Brack Street & 1007 Palmway Street.	From RR to 200' west of Robinson Avenue.	$ -
E. Emory Avenue 1. Include Cherry Avenue – north side of right-of-way from Palm Avenue to dead end/cul-de-sac. 2. Include City owned business at 1021 Oak Street. 3. Include 3 landscaped roundabouts at George Street, Phillip Street and Catherine Street in Orange Gardens/ Oak Street.	West side from Oak Street to driveway at 1606 Vine Street.	$ -
D. Orange Gardens **Selected areas only** 1. Cummings Court roundabout 2. W. Orange Blvd roundabout 3. W. Orange Blvd Thacker to Doris		$ -
	Total Cost of Central Kissimmee	$ -
Smith & Columbia Area		
A. Bay Street		

1. Include landscaped island cul-de-sac on Brack Street. 2. Include landscaped island cul-de-sac on Ginwright Court.	From Columbia north to detention pond.	$ -
Total Cost of Smith & Columbia Area		**$ -**
North Central Kissimmee		
A. Donegan	From Coral Avenue to John Young Pkwy – north side.	$ -
B. Mary Lee Road 1. Include lot on Amberwood Blvd – between 1410 & 1502 Amberwood.	From John Young Pkwy to cul-de-sac.	$ -
C. Kissimmee Pedestrian Bridge crossing John Young Pkwy	East & west sides – includes mowing grass and landscaped areas.	$ -
D. Central Avenue 1. Include N. Rose Avenue – east side from Orange St. to Cherry St.	From Vine Street to Martin Luther King Blvd.	$ -
E. Central Avenue	From Columbia Avenue north to Hilda Street.	$ -
Total Cost of North Central Kissimmee		**$ -**
Martin Luther King Boulevard Phase 1 Area		
A. Martin Luther King Boulevard 1. Include Person Street – dead end at MLK. 2. Include Mann Street – dead end at MLK. 3. Include Dillingham Avenue – from King St. to June St. (& dead end at MLK). 4. Include King Street – from John Young Pkwy to Dillingham Ave. 5. Include N. Randolph Avenue – from Sumner St. to dead end at MLK (includes cul-de-sac). 6. Include June Street – from John Young Pkwy to Dillingham Ave. 7. Include Hill Street – from John Young Pkwy to Person Street. 8. Include 219 N. Randolph Avenue – City owned lot.	From roundabout to John Young Pkwy	$ -
Total Cost of Martin Luther King Boulevard Phase 1 Area		**$ -**
Martin Luther King Boulevard Phase 2 Area		
A. Martin Luther King Boulevard 1. Include undeveloped road – ROW runs from MLK to Hill between Alma St. & Lincoln St. 2. Include Rosland Drive – between Mabbette & MLK (east side only). 3. Include Mabbette Street – between Lavon and Thacker (north side ditch).	From John Young Pkwy to Thacker Ave.	$ -
Total Cost of Martin Luther King Boulevard Phase 2 Area		**$ -**

Martin Luther King Boulevard Phase 3 Area		
A. Martin Luther King Boulevard	From Thacker Ave. to Dyer Blvd.	$ -
B. Public Works Central Services Complex		$ -
C. N. Alaska Avenue	From MLK Blvd. to Patrick Street.	$ -
Total Cost of Martin Luther King Boulevard Phase 3 Area		$ -

West & Southwest Kissimmee		
A. Thacker Avenue 1. Include 6 landscaped medians.	From Columbia Avenue to Carroll Street.	$ -
B. North Hoagland Boulevard	From Carroll Street to Columbia Ave.	$ -
C. Columbia Avenue	North side from Fire Station 13 to Armstrong Blvd. & south side from Armstrong Blvd. to Dyer Blvd. (except at gas station).	$ -
D. Armstrong Boulevard – 1. Include Commerce Boulevard – north side of road from 3306 Commerce to west 440'.	From 4002 W. Vine St. to 900 Armstrong (1,040' west side) and 2 island medians near Vine Street.	$ -
E. War Bird Boulevard	From north end south to Osceola County Welcome Center parking lot (includes 60' wide x 1,140' undeveloped drainage utility and access easement).	$ -
F. Yates Road	From Vine Street to north dead end.	$ -
G. Shingle Creek Stormwater Monitor Access Lane –	From Hoagland Blvd. northwest to Shingle Creek.	$ -
H. Hangar Road	From Jack Calhoun Drive to 3rd Street.	$ -
I. Jack Calhoun Drive	From Hangar Road to Pershing Street.	$ -
J. Pershing Street 1. Include Gilbert Avenue – from Pershing St. north to dead end.	From Jack Calhoun Drive to Clay Street.	$ -
K. Clay Street 1. Include Butler Avenue – west side from 2124 Martin Street south to dead end. 2. Include Ernest Street lot/ Emory Ave. ROW (lot between 1509 & 1501 Ernest).	South-southeast side from Thacker Ave. to S. Randolph Ave.	$ -
L. Golden Knight Boulevard	From Poinciana Blvd to End, including traffic circle.	$ -
Total Cost of West & Southwest Kissimmee		$ -

US 192 – East & West Vine Street – FDOT

A. Vine Street		
1. Include mowing 2 detention ponds, one at Mill Slough and one on Magnolia.	From Main Street to Denn John Lane.	$ -
B. Vine Street		
1. Include mowing 2 detention ponds, one off of Mickler St. (Cypress St) and one south of Oak Plantation Resort.	From Main Street to Hoagland Blvd.	$ -
Total Cost of US 192 – East & West Vine Street – FDOT		$ -
US 17-92 – John Young Parkway/ US 441 – Main Street – FDOT		
A. Main Street	From Vine Street to Benita Street.	$ -
B. John Young Parkway		
1. Include mowing 2 detention ponds, one at the southwest corner of John Young Pkwy & MLK Blvd. and one at the west end of Hughey St. at the City ditch.	From Vine St. south to the Oaks (Kissimmee City Limits).	
2. Include mowing the overpass – all four slopes.		
3. Include Ree Lane (not FDOT) from JYP to west end driveway at 1544 Ree Ln.		$ -
Total Cost of US 17-92 – John Young Parkway/ US 441 – Main Street – FDOT		$ -

EXHIBIT B
PROPOSAL

COPY



**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****
Bid IFB2025-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	COST PER CYCLE
Total Cost of Northwest Kissimmee	$ 3,090.19 -
Total Cost of Mill Run Area	$ 1,588.12 -
Total Cost of Central Kissimmee	$ 799.11 -
Total Cost of Smith & Columbia Area	$ 59.97 -
Total Cost of North Central Kissimmee	$ 467.38 -
Total Cost of Martin Luther King Boulevard Phase 1 Area	$ 185.46 -
Total Cost of Martin Luther King Boulevard Phase 2 Area	$ 293.86 -
Total Cost of Martin Luther King Boulevard Phase 3 Area	$ 1,126.69 -
Total Cost of West & Southwest Kissimmee	$ 2,496.36 -
Total Cost of US 192 – East & West Vine Street – FDOT	$ 812.89 -
Total Cost of US 17-92 – John Young Parkway/ US 441 – Main Street – FDOT	$ 1,499.58 -

Total Cost of Downtown Kissimmee	$ 2,686.64 -

Grand Total Per Cycle	$ 15,106.25 -

Total Cost of Downtown Kissimmee with optional Shrubbery bed	$ 332.76 -
Total Cost of Bid Alternate	$510.98 -

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1, 2 (IF APPLICABLE)

[signature], CFO
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

BR We do not take exception to Specifications.
(initial)

_____ We take exception to Specifications as follows:
(initial)

(attach additional sheets, if necessary)

COMPANY NAME Rotolo Consultants, Inc.
COMPANY ADDRESS 38001 Brownsvillaage Road,
Slidell, LA 70460

* INVITATION TO BID *

I. The CITY OF KISSIMMEE is seeking SEALED BIDS on the following:
Bid Number **IFB2025-002 Mowing and Landscape Services**

II. All bids must be submitted in a SEALED envelope and plainly marked with the bid number on the exterior of the bid envelope, one (1) original, one (1) copy and one (1) electronic copy on CD or Flash Drive.

III. To be considered bids MUST be delivered OR mailed to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

And time stamped on or before 2:00PM May 20, 2025.

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 3:00PM May 20, 2025.

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 timekeeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being bid will be shown on the Bid Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Bid Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the bid, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful bidder for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The bidder in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE BIDS AND 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 employees involved in the evaluation process is authorized during the bid evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the bid or proposal. Questions regarding the status of any bid or proposal should be directed to the Purchasing Agent. Bid awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any bid. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor Taxpayer Identification Number Attachment B, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the bidder. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the bidder's request and at the bidder's expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the bid. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished bid packages. However, it shall be the bidder's responsibility to verify with the Purchasing Office before the bid is submitted whether or not addenda have been issued and to obtain such addenda for submission with the bid. Receipt of any addenda issued must be acknowledged on the bid schedule.

1.15 BIDDERS CERTIFICATION

By signature on this bid, bidder certifies or in the case of a joint bid each party certifies that:

A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this bid.
B. That the bidder has not divulged or discussed his offer with other bidders.
C. Prices offered have been determined independently without collusion with other bidders for the purpose of restricting competition.
D. No attempt has been made to induce any potential bidder to submit or decline to submit an offer in response to this solicitation.

1.16 "NO BID" RESPONSE

Vendors electing to not submit bids in response to this solicitation should complete the attached "Notice to Bidders" form. Failure to return the form may result in your omission from future bid lists.

1.17 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.18 PROTEST

Any protest must be made within three (3) days following posting of the bid award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor, Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS: The following are special provisions set forth in this bid.

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 **CLARIFICATION OF REQUIREMENTS:** Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to procurement@kissimmee.gov or faxed to 407-518-2208 not less than seven (7) days prior to the bid opening date.
Last day for emailed or faxed questions is 5:00PM, May 06, 2025; an addendum will be issued not later than 5:00PM, May 09, 2025 by email.

However, unless modified by a written addendum issued by the Purchasing Agent, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Agent for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing to all vendors who have received bid packages.

2.3 This bid contains pages 1 - 36. 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:** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. 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 Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

Contractor shall be responsible for restoring, replacing, or repairing any property damaged by Contractor during the performance of this Agreement.

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. The Contractor must indemnify, hold harmless and, at the option of the City Attorney's Office, defend or pay for an attorney selected by the City Attorney's Office to defend City, 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, or agents, excepting only 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. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, anyone directly or indirectly employed by Contractor, 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 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. ney, 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.
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2.9 **INSURANCE PROVISIONS:** Contractor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Contractor's fault or negligence in

connection with this Agreement. Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance policies naming City of Kissimmee as additional insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. 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 and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will not be less than the statutory amounts for Worker's Compensation and $300,000.00 for Employers' Liability.

b. **Comprehensive General Liability**: Contractor will provide coverage for all operations including, but not limited to Contractual, Products, and Completed Operations with limits of not less than $1,000,000.00.

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.

d. **Umbrella Insurance**: Contractor will provide umbrella coverage in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00.

2.10 BOND REQUIREMENT: This bid requires the following bond:

A. Performance bond issued by a surety licensed to do business in the state of Florida prior to commencement of work in the amount of $10,000.

2.11 Employees Information/Criminal History: The successful bidder shall be required to provide an annual comprehensive listing of all employees of the bidder who will be on the premises of the City of Kissimmee. This obligation is continuing in nature and must be updated from time to time by the successful bidder as additional employees are employed by the bidder. This information includes but is not limited to driver's licenses numbers and social security numbers.

A criminal background check on any personnel who may be assigned duties in any space at any City Facility will be obtained by the City of Kissimmee to be kept on file by the City personnel department and will be available to governing agencies upon official written request. Anyone working on the premises of the City without a background check on file will be cause for immediate termination of this contract and forfeiture of all bonds. The cost of this background

check is the responsibility of the bidder and will be invoiced by the City of Kissimmee. Anyone found to have any sexual offenses on their criminal background check, including arrests and not limited to convictions, shall be ineligible to work on City of Kissimmee premises.

2.12 LIABILITY: The successful bidder shall act as an independent contractor and not as an employee of the City of Kissimmee. The vendor will be required to indemnify, defend, hold and save harmless City of Kissimmee, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed.

2.13 CONFLICT OF INTEREST: All offers must disclose with their offer the name of any officer, director, or agent, who is also an officer or employee of the City of Kissimmee. Further, all bidders must disclose the name of any City of Kissimmee officer or employee who owns, directly or indirectly, an interest of the bidders' firm or any of its branches.

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

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

2.15 LAWS GOVERNING THIS CONTRACT: Any contractual arrangement between the City of Kissimmee and the vendor shall be consistent with, and be governed by the ordinances or the City of Kissimmee, laws of the state of Florida both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in the City of Kissimmee.

2.16 MODIFICATIONS: Any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Kissimmee.

2.17 POST AWARD CONFERENCE: The successful bidder will meet with the Parks Supervisor within ten (10) days after notification to proceed for the purpose of providing proof of insurance, licensure, and to perform a walk-through of the maintenance sites covered by this contract. Any questions regarding the scope or requirements of this job should be resolved at this meeting prior to commencement of work. A schedule of mowing cycles will be established at this meeting.

2.18 FORM OF CONTRACT: The Contract agreement between the Contractor and the Owner will be furnished by the Owner with any amendments thereto.

2.19 PRICING: The lump price for furnishing all design, labor, and materials to do the work (required by the plans and specifications being provided by the bidder), will be shown on the enclosed "Schedule of Offers" and shall include all costs associated with the project.

2.20 TERM OF CONTRACT: Any contract resulting from this solicitation will be from date of signature through September 30, 2026 with two (2) optional 12-month renewals. The City reserves the right to cancel without cause on any or all locations.

2.21 SPECIAL PROVISIONS: Any offer should be substantially similar to the attached specifications. Any deviations should be clearly identified and explained.

A. Use of Premises: The contractor is responsible for all damages to the City of Kissimmee property and private property near the job site. The contractor will be responsible for restoring, replacing or repairing any damage which occurs during the performance of his work. The contractor is also responsible for the cleanup and removal of all debris, cuttings, accidental or otherwise, which occur as a result of his operations.

B. Supervisions of work: The contractor shall provide a thoroughly competent superintendent who shall oversee the work and be present during all normal maintenance.

2.22 PAYMENTS: Payments to the vendor shall be made only upon submission by the vendor of efficient proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. The vendor shall provide at the post award conference a payment schedule for work phases. Payment to the vendor prior to initiation of the project and receipt by the City of Kissimmee for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. The Contract Coordinator shall sign off on invoices as proof of satisfactory completion.

Bills for the compensation of completed work shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof to the Kissimmee Parks and Recreation, Parks Operations Center, 20 Lakeshore Blvd., Kissimmee, FL 34741.

2.23 PROPOSAL OF PUBLIC DOMAIN: All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of Chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. Vendors shall not submit pages marked a proprietary or otherwise restricted.

2.24 ASSIGNMENT: Successful Proposer shall not assign his contract with the City of Kissimmee without prior approval of the City of Kissimmee.

2.25 The Contractor warrants that its services under this agreement shall be conducted in a thorough, efficient and workmanlike manner, promptly and with due diligence and care, and in accordance with the standard practices of the specified profession for the relevant geographical area. Any or all portions of the contract may **not** be sub-contracted out by the company awarded the bid.

2.26 PRE-BID CONFERENCE: A **NON-MANDATORY** pre-bid conference will be held 3:00PM April 29, 2025 in the Commission Chambers at City Hall 101 Church Street 1st Floor, 101 Church St., Kissimmee, FL 34741. **Bidders are expected to preview the sites prior to the pre-bid conference. A single addendum addressing questions will be issued after the pre-bid if required.**

2.27 REFERENCES: Provide with your bid a minimum of 3 current references for job of equal scope and 2 references from jobs no longer serviced.

2.28 Specific areas below require servicing after working hours and/or weekends.
Finalized schedule of mowing cycle for all areas will be agreed upon in post award conference. Schedule may change due to City of Kissimmee events.

3.0 SPECIFICATIONS: Landscape Maintenance at specific City of Kissimmee properties, rights of ways and easements. The properties include approximately 200 acres according to an estimate based on virtual mapping measurements that have not been confirmed for accuracy. The City seeks a single contract for all services covered by this solicitation, but, the City reserves the right to make multiple awards.

3.1 SPECIAL REQUIREMENTS/QUALIFICATIONS:

A. The Contractor shall have engaged in grounds maintenance for a period of not less than three (3) years.

B. The Contractor shall see that all equipment used is in good condition and maintained to achieve maximum operating efficiency at all times.

C. The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions in connection with this work. The Contractor shall provide the necessary protection to prevent damage, injury, or loss to all employees or visitors on the job site.

D. The contractor shall be solely and completely responsible for any MOT including but not limited to OSHA approved Men Working Signs, cones and safety vests.

3.2 SCOPE OF SERVICE:
The Contractor shall provide at the Contractor's expense all labor, materials, equipment supplies, plant material, and supervision for the performance of grounds maintenance work as specified.

3.3 LANDSCAPE MAINTENANCE LOCATIONS: See **Attachment C-1**

3.4 FREQUENCY OF SERVICE: Contractor shall perform landscape maintenance work according to the specifications provided in this RFP for a minimum of thirty (30) cycles during the initial term of this Agreement for Lakefront Park and Central Services, as further defined in Section 3.7 of this RFP below. Except for Lakefront Park and Central Services, Contractor shall perform landscape maintenance work according to the specifications provided in this RFP for a minimum of twenty-six (25) cycles and a maximum of forty (40) cycles during the initial term of this Agreement for all sites that are listed in Attachment C, as further defined in Section 3.6 below. Unless a cycle is cancelled by the City, ground maintenance cycles shall occur according to the Service Calendar, attached hereto and incorporated herein as Attachment D. If the Parties agree to extend this Agreement for a renewal term, then Contractor shall continue to perform ground maintenance work according to the minimum and maximum cycle requirements and Service Calendar as required during the initial term of this Agreement.

The Contract Coordinator or designee may cancel or reschedule landscape maintenance cycles twenty-four (24) hours prior to each individual maintenance cycle at the Contract Coordinator or designee's discretion by notifying Contractor's Project Manager by electronic mail or text message. For example, the Contract Coordinator or designee may cancel or reschedule a maintenance cycle based upon need or lack thereof, the scheduling of a special event, prevailing weather conditions or lack of funding. Additionally, the Contract Coordinator reserves the right to cancel or reschedule landscape maintenance at some sites, but not others.

Unless due to cancellations by the City, if Contractor fails during the initial or a renewal term of this Agreement to complete a minimum of twenty-five/twenty-six (25/26) cycles for sites listed in Section 3.6, then the compensation owed to Contractor during that term of the Agreement shall be reduced by five percent (5%). Unless due to cancellations by the City, if Contractor fails during the initial or a renewal term of this Agreement to complete a minimum of thirty (30) cycles for Lakefront Park or Central Services, then the compensation owed to Contractor during that term of the Agreement shall be reduced by ten percent (10%). In no event will the compensation owed to Contractor during the initial or a renewal term of this Agreement be reduced by more than ten percent (10%). City may recoup any reduction in compensation owed to Contractor by withholding payment in the amount of such reduction following an invoice from Contractor.

3.5 LANDSCAPE PLANT MAINTENANCE DESCRIPTIONS: The Contractor shall use Attachment B, which is attached hereto and incorporated herein, to determine the maintenance needs and expectations of the different plant species at all sites listed in Attachment C. City may modify

Attachment B in City's discretion and such modifications become effective ten (10) business days after City provides written notice of such modifications to Contractor.

3.6 NONSPECIFIC LANDSCAPE MAINTENANCE SERVICES REQUIRED: For all areas except those specified in section 3.7 (See Maps **Attachment C-1**), Contractor shall provide the following landscape maintenance services:

3.6.1 LITTER AND DEBRIS REMOVAL: Contractor shall remove litter and debris, including but not limited to palm fronds, tree limbs, and other miscellaneous debris or litter, from all landscaped or turf areas and sidewalks and roadways that are adjacent to the mowing site prior to mowing to prevent further distribution. Litter and debris shall be disposed of offsite by Contractor at Contractor's own expense.

3.6.2 MOWING: Contractor shall mow all grassed areas as specified in this RFP. Contractor shall mow all sod areas as needed so that no more than 1/3 of the leaf blades are removed per mowing. Contractor may use a mulching mower. Contractor shall ensure that mower blades are sufficiently sharp at all times to provide a quality cut. Contractor shall mow grass to a height that varies based upon type and variety. Contractor shall mow Bahia grass to a height of three and a half (3.5) inches. Contractor shall mow St. Augustine grass to between four (4) and four and a half (4.5) inches in height unless City notifies Contractor that St. Augustine grass should be grown higher due to environmental conditions.

3.6.3 CLIPPINGS AND TRIMMINGS: Contractor shall remove all clippings or trimmings (hereinafter "clippings") from the sidewalks, curbs, and roadways adjacent to the mowing site immediately after mowing and/or edging by blowing such clippings into the existing landscape. Contractor shall not sweep, blow, or otherwise dispose of clippings in sewer or storm drains or city trash receptacles. Contractor may not dispose of any vegetative material in any city trash receptacle and vegetative material that must be removed by Contractor shall be disposed of off site at the Contractor's expense. Contractor may blow any visible clumps of accumulated clippings within the existing turf so that such clippings are evenly distributed within the existing turf if no visible clumps of clippings remain on the grass surface thirty-six (36) hours after mowing. If such accumulated clippings cannot be evenly distributed within the existing turf in such manner, Contractor shall collect and remove all visible clumps of accumulated clippings.

3.6.4 EDGING/STRING TRIMMING: Contractor shall use string trimmers to trim under and around all obstructions including fences, buildings, trees, shrubbery, flower beds, posts, and any other objects on the property. Additionally, Contractor shall use string trimmers in areas where the terrain or the presence of water does not safely allow for the operation of a traditional mower. Where applicable, Contractor shall use string trimmers to trim in such locations to the existing water level. Contractor shall perform edging of all paved areas, curbs, sidewalks, and landscaping beds to ensure a well-manicured appearance. To determine proper edging and string trimmer requirements of different plant species see Attachment B.

3.6.5 WEED CONTROL: Contractor, at the Contractor's own expense, shall manually remove all weeds from plant beds, curbs, sidewalks, roads, tree rings and medians. Contractor shall replace any/all plant material and turf damaged due to weed removal at the contractor's expense.

3.6.6 HEDGE TRIMMING: Contractor shall trim hedges two (2) times per month hedge according to Attachment D, the Service Calendar. To determine proper hedging requirements of different plant species, see addendum B.

3.6.6 ORNAMENTAL PLANT REPLACEMENT: Contractor shall ensure that ornamental plants remain healthy and free of weeds year-round. Contractor shall remove and dispose of off site

any dead or declining ornamental plant upon discovery. Contractor shall notify the City of the removal of any ornamental plant within seven (7) days of discovery and provide an estimate of the cost to replace such plant material with the same genius or species of plant material that is at least fifty (50) percent of the size of the replaced plant material. If City agrees to the estimate, Contractor shall replace the ornamental plant within seven (7) days of the City agreeing to the estimate. Contractor, at the Contractor's own expense, shall replace any plant materials damaged by Contractor.

3.6.7 SUPERVISION OF WORK CREW: Contractor shall provide supervision of all work crews at all times while performing work under this Agreement. In-person supervision is not required if the work crew is provided equipment or another means to communicate with the work crews' supervision at all times. Contractor shall designate one member of each work crew with the authority to respond to inquiries about work details or priorities. Members of work crews shall wear shirts and maintain a well-kept appearance during performance of this Agreement.

3.7 SPECIFIC LANDSCAPE MAINTENANCE SERVICES REQUIRED: Only for the following areas; Lakefront Park and Central Services, 100 North Alaska Street, see **Attachment C- 2**, Contractor shall provide the following landscape maintenance services:

3.7.1 LITTER AND DEBRIS REMOVAL: Contractor shall remove litter and debris, including but not limited to palm fronds, tree limbs, and other miscellaneous debris or litter, from all landscaped or turf areas and sidewalks and roadways that are adjacent to the mowing site prior to mowing to prevent further distribution. Litter and debris shall be disposed of offsite by Contractor at Contractor's own expense.

3.7.2 MOWING: Contractor shall mow all grassed areas as specified in this RFP. Contractor shall mow all sod areas as needed so that no more than 1/3 of the leaf blades are removed per mowing. Contractor may use a mulching mower. Contractor shall ensure that mower blades are sufficiently sharp at all times to provide a quality cut. Contractor shall mow grass to a height that varies based upon type and variety. Contractor shall mow Bahia grass to a height of three and a half (3.5) inches. Contractor shall mow St. Augustine grass to between four (4) and four and a half (4.5) inches in height unless City notifies Contractor that St. Augustine grass should be grown higher due to environmental conditions.

3.7.3 CLIPPINGS AND TRIMMINGS: In the event of a fungal disease outbreak, Contractor shall collect and remove all clippings until the disease is undetectable. Contractor shall remove all clippings or trimmings (hereinafter "clippings") from the sidewalks, curbs, and roadways adjacent to the mowing site immediately after mowing and/or edging by blowing such clippings into the existing landscape. Contractor shall not sweep, blow, or otherwise dispose of clippings in sewer or storm drains or city trash receptacles. Contractor may not dispose of any vegetative material in any city trash receptacle and vegetative material that must be removed by Contractor shall be disposed of off site at the Contractor's expense. Contractor may blow any visible clumps of accumulated clippings within the existing turf so that such clippings are evenly distributed within the existing turf if no visible clumps of clippings remain on the grass surface thirty-six (36) hours after mowing. If such accumulated clippings cannot be evenly distributed within the existing turf in such manner, Contractor shall collect and remove all visible clumps of accumulated clippings.

3.7.4 EDGING/STRING TRIMMING: Contractor shall use string trimmers to trim under and around all obstructions including fences, buildings, trees, shrubbery, flower beds, posts, and any other objects on the property. Additionally, Contractor shall use string trimmers to remove plant material growing in the cracks and joints of curbs, sidewalks, driveways, bricks and any other hardscapes. Additionally, Contractor shall use string trimmers in areas where the terrain or the presence of water does not safely allow for the operation of a traditional mower. Where

applicable, Contractor shall use string trimmers to trim in such locations to the existing water level. Contractor shall perform edging of all paved areas, curbs, sidewalks, and landscaping plantings and planted beds to ensure a well-manicured appearance. To determine proper edging and string trimmer requirements of different plant species see Attachment B.

3.7.5 **WEED CONTROL:** Contractor, at the Contractor's own expense, shall manually remove all weeds from plant beds, curbs, sidewalks, roads, tree rings, and medians. Contractor shall replace any/all plant material and turf damaged due to weed removal at the contractor's expense.

3.7.6 **HEDGE TRIMMING (Woody Plants):** Contractor shall trim hedges one (1) time per month hedge according to Attachment D, the Service Calendar. To determine proper hedging requirements of different plant species, see addendum B.

3.7.7 **ORNAMENTAL GRASS TRIMMING:** Contractor shall trim out tufted ornamental (non-turf type) grasses once per calendar year during the month of February or March. The contractor shall remove all cuttings from plant beds, turf areas, sidewalks and roadways. To determine proper ornamental grass trimming requirements, see Attachment B.

3.7.8 **FOR LAKEFRONT PARK ONLY, RAIN GARDENS:** "Rain Gardens" are low lying areas or shallow depressions that are intended to hold water which increase and decreases seasonally. Unless "Rain Gardens" are temporarily inaccessible due to high water, Contractor shall adhere to the same maintenance schedule and provide landscape services with the same intensity within the "Rain Gardens" of Lakefront Park, as identified on the Lakefront Park Map, as the remainder of Lakefront Park. If the "Rain Gardens" are or a portion of a "Rain Garden" is temporarily inaccessible due to high water, Contractor shall maintain the perimeter of the "Rain Gardens" and those portions of the "Rain Gardens" that are accessible with the same intensity as the rest of Lakefront Park. Once the inaccessible "Rain Gardens" or portions thereof become accessible, Contractor must bring the formerly inaccessible "Rain Gardens" or the portions of the "Rain Gardens" that back into compliance with these specifications within two (2) weeks of the formerly inaccessible "Rain Gardens" or the portions of the "Rain Gardens" becoming accessible. Contractor shall not mow "Rain Gardens" and must maintain existing vegetation by edging, string trimming, trimming or hedging according to the specifications provided in the subsections above. To determine the proper hedging and trimming requirements of different plant species in the "Rain Gardens" see addendum B. Contractor, at the Contractor's own expense, shall manually remove in height within the "Rain Gardens." Contractor shall remove litter and debris, including but not limited to palm fronds, tree limbs, and other miscellaneous debris or litter, from "Rain Gardens." Litter and debris shall be disposed of offsite by Contractor at Contractor's own expense.

3.7.9 **ORNAMENTAL PLANT REPLACEMENT:** Contractor shall ensure that ornamental plants remain healthy and free of weeds year-round. Contractor shall remove and dispose of off site any dead or declining ornamental plant upon discovery. Contractor shall notify the City of the removal of any ornamental plant within seven (7) days of discovery and provide an estimate of the cost to replace such plant material with the same genius or species of plant material that is at least fifty (50) percent of the size of the replaced plant material. If City agrees to the estimate, Contractor shall replace the ornamental plant within seven (7) days of the City agreeing to the estimate. Contractor, at the Contractor's own expense, shall replace any plant materials damaged by Contractor.

3.7.10 **LEAF REMOVAL:** When leaves begin to accumulate, Contractor shall rake, vacuum, or otherwise remove the leaves from the site in conjunction with the other landscape maintenance services described in this section.

3.7.11 **SUPERVISION OF WORK CREW:** Contractor shall provide supervision of all work crews at all times while performing work under this Agreement. In-person supervision is not required if the work crew is provided equipment or another means to communicate with the work crews' supervision at all times. Contractor shall designate one member of each work crew with the authority to respond to inquiries about work details or priorities. Members of work crews shall wear shirts and maintain a well-kept appearance during performance of this Agreement.

Attachments:

- **Attachment A Local Vendor Affidavit of Eligibility**
- **Attachment B (Plant Maintenance)**
- **Attachment C -1 Landscape Maintenance Location**
- **Attachment C- 2 Lakefront and Central Services maps**
- **Attachment D Landscape Maintenance Service Calendar**
- **Attachment E Human Trafficking Affidavit**
- **IFB2025-002 Workbook**

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: 5/14/2025
(signature)

Brian Rotolo, CFO EMAIL: maintenance@rotoloconsultants.com
(typed name/title of signer)

TELEPHONE NO.: (985) 643-2427 FAX NO.: (985) 643-2691

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 15th **day of** May **20**25**, personally appeared**

(print name) Brian Rotolo **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) Rotolo Consultants, Inc. **MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE. Qualification documentation attached.**

._____
Signature of Affiant

Brian Rotolo
._____
Typed/Printed Name of Affiant

38001 Brownsvillage Road
._____

Slidell, LA 70460
._____
Address of Affiant

State of ~~Florida~~ LA
County of St Tammany

Sworn to (or affirmed) and subscribed before me this 15th **day of** May **20**25 **by**

._____
(Signature of Notary Public-State of ~~Florida~~) LA

. Julie C. Flanagan
(Print, Type, or Stamp commissioned name of notary public) __ **personally known or** ✓ **produced identification. Type of identification produced** Drivers License

Julie C Flanagan
Notary Public #12204
St. Tammany Parish, LA
My Commission is for life

Locations	Cost Per Cycle	Quantity of Cycles	Total Cost
Total Cost of Northwest Kissimmee	$ 3,090.19	39	$ 120,517.41
Total Cost of Mill Run Area	$ 1,588.12	39	$ 61,936.68
Total Cost of Central Kissimmee	$ 799.11	39	$ 31,165.29
Total Cost of Smith & Columbia Area	$ 59.97	39	$ 2,338.83
Total Cost of North Central Kissimmee	$ 467.38	39	$ 18,227.82
Total Cost of Martin Luther King Boulevard Phase 1 Area	$ 185.46	39	$ 7,232.94
Total Cost of Martin Luther King Boulevard Phase 2 Area	$ 293.86	39	$ 11,460.54
Total Cost of Martin Luther King Boulevard Phase 3 Area	$ 1,126.69	39	$ 43,940.91
Total Cost of West & Southwest Kissimmee	$ 2,496.36	39	$ 97,358.04
Total Cost of US 192 – East & West Vine Street – FDOT	$ 812.89	39	$ 31,702.71
Total Cost of US 17-92 – John Young Parkway/ US 441 – Main Street – FDOT	$ 1,499.58	39	$ 58,483.62
Total Cost of Downtown Kissimmee	$ 2,686.64	39	$ 104,778.96
		Grand Total	$ 589,143.75

- Does NOT include Bid Alternate or Optional Shrubbery Bed.

Total Cost of Downtown Kissimmee with optional Shrubbery bed	$ 332.76	12	$ 3,993.12
Total Cost of Bid Alternate	$ 510.98	12	$ 6,131.76

- Includes the additional pricing for Optional Shrubbery Bed to be added to Downtown Kissimmee.

Grand Total	$ 595,275.51

- Does NOT include Optional Shrubbery Bed.

Grand Total	$ 599,268.63

- Includes ALL pricing as shown above.

City of Kissimme - Parks and Medians

Services per Cycle are mowing, trimming, edging and litter/debris removal.

Street/ Road Name	Segment Limits	Cost Per Cycle
Downtown Kissimmee		
Lakefront Park - **201 Lakeview Drive**		$ 2,267.46
Optional: Shrubbery bed		$ 50.33
Brinson Park		$ 284.04
Optional: Shrubbery bed		$ 282.43
Neptune Medians		$ 135.14
Optional: Shrubbery bed	No 'red highlighted areas' per addedum 2 present on the map	$ -
Total Cost of Downtown Kissimmee		$ 2,686.64
Total Cost of Downtown Kissimmee with optional Shrubbery bed		$ 3,019.40
Bid Alternate		
Rain Garden's maintenance	South of Toho Marina on Lakeview Drive to Monument	
trimming of plants, weed removal, Etc	Avenue	$ 510.98
Total Cost of Bid Alternate		$ 510.98

City of Kissimme - Right of Way Mowing

Services per Cycle are mowing, trimming, edging and litter/debris removal.

Street/ Road Name	Segment Limits	Cost Per Cycle
Northwest Kissimmee		
A. Dyer Boulevard	From the Boys Club to Eagles Reserve/Thacker.	$ 872.59
B. W. Carroll Street	From Hoagland Blvd to KUA's driveway entrance.	$ 1,127.36
C. Thacker Avenue	From Carroll Street to Ball Park Road	$ 354.97
D. N. Flora Boulevard	From Stonefield Parkway to Osceola Parkway	$ 42.42
	4	
E. Flora Boulevard	From Thacker Ave to John Young Pkwy	$ 99.98
F. Ball Park Road	From Osceola Parkway to Thacker Ave	$ 399.99
G. Donegan Avenue	From Carroll Street to Dyer Boulevard	$ 109.16
H. Renee Terrace **Selected areas only** 1. Haley Ct. roundabout 2. Robert Ct roundabout 3. Irlo Ct 4. Easy Ct 5. Irlo Dr. roundabout		$ 83.72
	Total Cost of Northwest Kissimmee	**$ 3,090.19**
Mill Run Area		
A. Mill Slough Road	From Brookside Avenue to Ixora Court	$ 264.63
B. Denn John Lane 1. Include bus stop between Heather & Oak Leaf. 2. Include landscaping at SE corner of Denn John Ln. and Mill Slough Rd.	From Mill Slough north to detention pond.	$ 127.13
C. Woodcrest Boulevard 1. Include Oak Run Blvd right-of-way to 280' north of Woodcrest and pond along Woodcrest and along Oak Run to water's edge.	From Debany Road to Bill Beck Blvd.	$ 323.13
D. Bill Beck Boulevard 1. Include pond along Bill Beck to water's edge.	From Quail Run Blvd to north 3,150'.	$ 435.86
E. Bill Beck Boulevard	From Osceola Pkwy to south 750' & from Osceola Pkwy to north dead end.	$ 121.22
F. Mill Run Boulevard **Selected areas only** 1. Include 5 roundabouts. 2. Include 1 cul-de-sac island on Sherry Circle. 3. Include right-of-way along 3 ponds.	From Harbin Drive south to Mill Slough Rd.	

4. Include grass lot on south side of Harbin Drive and landscaped planter on north side of Harbin Drive.		$ 135.18
G. Oak Leaf Lane/ Brookside Avenue/ Sweetwood Boulevard.		
Median maintenance only 1. Include 2 roundabouts & 2 medians on Oak Leaf Ln. 2. Include 1 landscaped median on Dogwood Court. 3. Include 1 median with grass and palm trees on Heather Way. 4. Include 1 island median on Brookside Avenue.		$ 92.80
H. Oak Run Boulevard		
1. Include Tina Lane ROW to Charter School. 2. Include 5 landscaped roundabouts. 3. Include pond entrance between Les Court & Oak Breeze. 4. Include large median with oak trees at Mill Slough Rd.	From Tina Lane to Mill Slough Road.	$ 88.17
	Total Cost of Mill Run Area	$ 1,588.12
Central Kissimmee		
A. Oak Street	From Vine St. to Lawrence Silas Blvd/RR.	$ 342.44
B. Lawrence Silas Boulevard		
1. Include Park Street – from Lawrence Silas to Royal Street.	From Oak Street to Neptune Road.	$ 126.92
C. East Magnolia Street	From 817 Magnolia to Vine Street.	$ 34.46
D. Oak Street		
1. Include City owned lots at 1004 Brack Street & 1007 Palmway Street.	From RR to 200' west of Robinson Avenue.	$ 181.15
E. Emory Avenue		
1. Include Cherry Avenue – north side of right-of-way from Palm Avenue to dead end/cul-de-sac. 2. Include City owned business at 1021 Oak Street. 3. Include 3 landscaped roundabouts at George Street, Phillip Street and Catherine Street in Orange Gardens/ Oak Street.	West side from Oak Street to driveway at 1606 Vine Street.	$ 59.66
D. Orange Gardens		
Selected areas only 1. Cummings Court roundabout 2. W. Orange Blvd roundabout 3. W. Orange Blvd Thacker to Doris		$ 54.48
	Total Cost of Central Kissimmee	$ 799.11
Smith & Columbia Area		
A. Bay Street		
1. Include landscaped island cul-de-sac on Brack Street.	From Columbia north to detention pond	

2. Include landscaped island cul-de-sac on Ginwright Court.	From Columbia north to detention pond.	$ 59.97
	Total Cost of Smith & Columbia Area	**$ 59.97**
North Central Kissimmee		
A. Donegan	From Coral Avenue to John Young Pkwy – north side.	$ 30.42
B. Mary Lee Road 1. Include lot on Amberwood Blvd – between 1410 & 1502 Amberwood.	From John Young Pkwy to cul-de-sac.	$ 103.36
C. Kissimmee Pedestrian Bridge crossing John Young Pkwy	East & west sides – includes mowing grass and landscaped areas.	$ 88.78
D. Central Avenue 1. Include N. Rose Avenue – east side from Orange St. to Cherry St.	From Vine Street to Martin Luther King Blvd.	$ 60.14
E. Central Avenue	From Columbia Avenue north to Hilda Street.	$ 184.68
	Total Cost of North Central Kissimmee	**$ 467.38**
Martin Luther King Boulevard Phase 1 Area		
A. Martin Luther King Boulevard 1. Include Person Street – dead end at MLK. 2. Include Mann Street – dead end at MLK. 3. Include Dillingham Avenue – from King St. to June St. (& dead end at MLK). 4. Include King Street – from John Young Pkwy to Dillingham Ave. 5. Include N. Randolph Avenue – from Sumner St. to dead end at MLK (includes cul-de-sac). 6. Include June Street – from John Young Pkwy to Dillingham Ave. 7. Include Hill Street – from John Young Pkwy to Person Street. 8. Include 219 N. Randolph Avenue – City owned lot.	From roundabout to John Young Pkwy	$ 185.46
	Total Cost of Martin Luther King Boulevard Phase 1 Area	**$ 185.46**
Martin Luther King Boulevard Phase 2 Area		
A. Martin Luther King Boulevard 1. Include undeveloped road – ROW runs from MLK to Hill between Alma St. & Lincoln St. 2. Include Rosland Drive – between Mabbette & MLK (east side only). 3. Include Mabbette Street – between Lavon and Thacker (north side ditch).	From John Young Pkwy to Thacker Ave.	$ 293.86
	Total Cost of Martin Luther King Boulevard Phase 2 Area	**$ 293.86**

Martin Luther King Boulevard Phase 3 Area		
A. Martin Luther King Boulevard	From Thacker Ave. to Dyer Blvd.	$ 556.65
B. Public Works Central Services Complex		$ 427.92
C. N. Alaska Avenue	From MLK Blvd. to Patrick Street.	$ 142.12
	Total Cost of Martin Luther King Boulevard Phase 3 Area	**$ 1,126.69**

West & Southwest Kissimmee		
A. Thacker Avenue 1. Include 6 landscaped medians.	From Columbia Avenue to Carroll Street.	$ 653.28
B. North Hoagland Boulevard	From Carroll Street to Columbia Ave.	$ 159.71
C. Columbia Avenue	North side from Fire Station 13 to Armstrong Blvd. & south side from Armstrong Blvd. to Dyer Blvd. (except at gas station).	$ 145.08
D. Armstrong Boulevard – 1. Include Commerce Boulevard – north side of road from 3306 Commerce to west 440'.	From 4002 W. Vine St. to 900 Armstrong (1,040' west side) and 2 island medians near Vine Street.	$ 70.75
E. War Bird Boulevard	From north end south to Osceola County Welcome Center parking lot (includes 60' wide x 1,140' undeveloped drainage utility and access easement).	$ 116.85
F. Yates Road	From Vine Street to north dead end.	$ 154.11
G. Shingle Creek Stormwater Monitor Access Lane –	From Hoagland Blvd. northwest to Shingle Creek.	$ 32.57
H. Hangar Road	From Jack Calhoun Drive to 3rd Street.	$ 218.63
I. Jack Calhoun Drive	From Hangar Road to Pershing Street.	$ 221.15
J. Pershing Street 1. Include Gilbert Avenue – from Pershing St. north to dead end.	From Jack Calhoun Drive to Clay Street.	$ 314.73
K. Clay Street 1. Include Butler Avenue – west side from 2124 Martin Street south to dead end. 2. Include Ernest Street lot/ Emory Ave. ROW (lot between 1509 & 1501 Ernest).	South-southeast side from Thacker Ave. to S. Randolph Ave.	$ 83.41
L. Golden Knight Boulevard	From Poinciana Blvd to End, including traffic circle.	$ 326.09
	Total Cost of West & Southwest Kissimmee	**$ 2,496.36**

US 192 – East & West Vine Street – FDOT		
A. Vine Street 1. Include mowing 2 detention ponds, one at Mill Slough and one on Magnolia.	From Main Street to Denn John Lane.	$ 378.41

B. Vine Street 1. Include mowing 2 detention ponds, one off of Mickler St. (Cypress St) and one south of Oak Plantation Resort.	From Main Street to Hoagland Blvd.	$ 434.48
	Total Cost of US 192 – East & West Vine Street – FDOT	$ 812.89
US 17-92 – John Young Parkway/ US 441 – Main Street – FDOT		
A. Main Street	From Vine Street to Benita Street.	$ 40.49
B. John Young Parkway 1. Include mowing 2 detention ponds, one at the southwest corner of John Young Pkwy & MLK Blvd. and one at the west end of Hughey St. at the City ditch. 2. Include mowing the overpass – all four slopes. 3. Include Ree Lane (not FDOT) from JYP to west end driveway at 1544 Ree Ln.	From Vine St. south to the Oaks (Kissimmee City Limits).	$ 1,459.09
	Total Cost of US 17-92 – John Young Parkway/ US 441 – Main Street – FDOT	$ 1,499.58

CITY OF
KISSIMMEE
1883

May 5, 2025

Addendum No. 1

Project: Mowing and Landscape Services
Bid No: IFB2025-002

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 a CPI be allowed for extended years for this contract?

Answer: Yes, however, all price increases will need to be approved prior to the extension of the contract.

Question 2: Are trees and palms included in this bid?

Answer: No, not included in this contract.

Question 3: Do the vendors need to replace the plants that are removed?

Answer: See Section in Bid 3.6.6 – also placed below. The city will require contractor to obtain quotes for the plant replacement and get prior authorization.

3.6.6 ORNAMENTAL PLANT REPLACEMENT: Contractor shall ensure that ornamental plants remain healthy and free of weeds year-round. Contractor shall remove and dispose of off site any dead or declining ornamental plant upon discovery. Contractor shall notify the City of the removal of any ornamental plant within seven (7) days of discovery and provide an estimate of the cost to replace such plant material with the same genius or species of plant material that is at least fifty (50) percent of the size of the replaced plant material. If City agrees to the estimate, Contractor shall replace the ornamental plant within seven (7) days of the City agreeing to the estimate. Contractor, at the Contractor's own expense, shall replace any plant materials damaged by Contractor.

a. Question 4: Are contractors required to provide proof of MOT?

Answer: No, but expectation to follow the safety rules are required.

Question 5: Are special licenses needed?

Answer: No

Question 6: Does overgrowth of ditches need to be mowed?

Answer: Just mow up to the water's edge, do not mow area that are wet.

Question 7: Do playgrounds need to be mowed or mulched?

Answer: No, mulching is done by the City of Kissimmee.

Question 8: Does the City of Kissimmee provide insurance and umbrella insurance?

Answer: No, it is the contractor's responsibility to provide that coverage as stated in bid below.

a. The vendor will have to provide it for their own employees.
b. **2.12 LIABILITY:** The successful bidder shall act as an independent contractor and not as an employee of the City of Kissimmee. The vendor will be required to indemnify, defend, hold and save harmless City of Kissimmee, its officers, agents, and employees, from damage arising from the vendor's performance of, or failure to perform, any task or duty required to be performed.
c. **2.9 INSURANCE PROVISIONS**: Contractor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Contractor's fault or negligence in 7 connection with this Agreement. Contractor shall, prior to commencing work, furnish evidence to the City of Kissimmee of required insurance policies naming City of Kissimmee as additional insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. 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 and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will not be less than the statutory amounts for Worker's Compensation and $300,000.00 for Employers' Liability. b. Comprehensive General Liability: Contractor will provide coverage for all operations including, but not limited to Contractual, Products, and Completed Operations with limits of not less than $1,000,000.00. 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. d. Umbrella Insurance: Contractor will provide umbrella coverage in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00.

Question 9: What will be the budget for this project?

Answer: $620,000 per year

Question 10: Does this project require any specialty licenses?

Answer: No

Question 11: Why is this bid being performed?

Answer: The current contract will expire.

Question 12: What is the expected award date?
Answer: As soon as possible, with the expectation of July 1, 2025, start date.

Question 13: Will Lancaster Ranch or the Cemetery?

Answer: Soon but not within this bid.

Question 14: On the maps provided what are the sections to be mowed? Please provide a clearer explanation.

Answer: The light green areas are part of the agreement and should be mowed but the dark green areas on the GIS maps are not on agreement and should not be mowed.

Question 15: Both attachments C-1 and C-2 have areas marked in PINK. What is the significance of the areas marked in PINK? Is there work to be done in those areas?

Answer: The areas highlighted in pink in attachment C-1 are included. These areas have been marked for clarification. The areas highlighted in pink in attachment C-2 are not included.

Question 16: May we see the previous winning bid/tabulations?

Answer: We have never combined these projects together before. There are no documents.

Question 17: Is there a minimum requirement with regard to the size of the team assigned to complete the work?

Answer: During the summer months, three to four recommended. No minimum requirement set; however, teams must be capable of completing cycles as required per schedule.

Meeting remark from Project Manager:
The parks' main expectation is to clean out the blades before mowing onto the next mowing area.

ACKNOWLEDGMENT OF ADDENDA:

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

Brandon Durango
Procurement Manager

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

_____
(Signature)

COMPANY NAME Rotolo Consultants,Inc.

COMPANY ADDRESS 38001 Brownsvillage Road, Slidell, LA 70460

BY: _____ DATE: 5/13/2025
(signature)

Brian Rotolo, CFO EMAIL: maintenance@rotoloconsultants.com
(typed name/title of signer)

CITY OF
KISSIMMEE
1883

May 9, 2025

Addendum No. 2

Project: Mowing and Landscape Services
Bid No: IFB2025-002

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

Question 1: Would you take a $10k deposit instead of a bond?

Answer: ~~No,~~ Bid requires a Performance bond issued by a surety licensed to do business in the state of Florida prior to commencement of work in the amount of $10,000.

Question 2: What time range is considered "after hours" for weekday contracted services?

Answer: Parks to be completed by 5pm, Right of Ways will be discussed at post award meeting.

Question 3: What time range is permissible for performing contracted services on weekends?

Answer: No Parks on weekends and Right of Ways will be discussed at post award meeting.

Question 4: Background – check fee (Ref. 2.11)
What is the pre-employee cost that the city will invoice for each background check?

Answer: In Section 2.11 – it will now read as below:
Removing – and will be invoiced by the City of Kissimmee.

2.11 Employees Information/Criminal History: The successful bidder shall be required to provide an annual comprehensive listing of all employees of the bidder who will be on the premises of the City of Kissimmee. This obligation is continuing in nature and must be updated from time to time by the successful bidder as additional employees are employed by the bidder. This information includes but is not limited to driver's licenses numbers and social security numbers.
A criminal background check on any personnel who may be assigned duties in any space at any City Facility will be obtained by the City of Kissimmee to be kept on file by the City personnel department and will be available to governing agencies upon official written request. Anyone working on the premises of the City without a background check on file will be cause for immediate termination of this contract and forfeiture of all bonds. The cost of this background check is the responsibility of the bidder. ~~and will be invoiced by the City of Kissimmee.~~ Anyone found to have any sexual offenses on their criminal background check,

including arrests and not limited to convictions, shall be ineligible to work on City of Kissimmee premises.

Question 5: Weed-Control methods – nonspecific sites (Ref.3.6.5)
May we use post-emergent non-selective herbicide for weed control in plant beds, curbs, sidewalks, roads, tree rings, and medians?

Answer: As long as the weeds are controlled, and the company has a licensed applicator and a chemical license when necessary.

Question 6: Weed-control methods – Lakefront Park/Central Services (Ref.3.7.3)
Does the requirement to "collect and remove all clippings" refer to **grass clippings only** or to both grass and hedge clippings?

Answer: Grass mulching is acceptable, hedge clippings must be gathered and removed.

Question 7: Weed-control methods-Lakefront Park/Central Services (Ref.3.7.5)
May we use post-emergent non-selective herbicide for weed control in these areas?

Answer: As long as the weeds are controlled, and the company has a licensed applicator and a chemical license when necessary.

Question 8: Leaf-removal frequency (Ref.3.7.10)
Is leaf removal required during every visit when leaf debris is present, or only during designated leaf-removal cycles?

Answer: Two designated leaf removal cycles are required in non-turf areas. Turf areas can be mulched with each mowing cycle. Note: Post bid award meeting will determine cycle dates in the non-turf areas.

Question 9: Can you please inform contractors of who is currently maintaining these areas of service?

Answer: Ground Tek

Question 10: Can you please define 'bid abstract' as stated in section VII?

Answer: The underlined portion of the paragraph below is if a bidder wanted a copy of the bid tabulation sheet/abstract sheet (means same thing) then provide a envelope and we will mail it out to you.

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.

Question 11: Can you please confirm that it is the City of Kissimmee's intent to award all work to a single contractor, per section 1.8 paragraph 1 and section 3.0: Specifications?

Answer: See below in 3.0 of bid.

3.0 SPECIFICATIONS: Landscape Maintenance at specific City of Kissimmee properties, rights of ways and easements. The properties include approximately 200 acres according to an estimate based on virtual mapping measurements that have not been confirmed for accuracy. The City seeks a single contract for all services covered by this solicitation, but, the City reserves the right to make multiple awards.

Question 12: In reference to section 2.6.5 Weed Control: Will contractors be allowed to use selective pre/post-emergent herbicides in landscaped bed areas to assist in the removal of weeds by hand?

Answer: As long as the weeds are controlled, and the company has a licensed applicator and a chemical license when necessary.

Question 13: In similarity to the previous question, will contractors be allowed to use a selective post-emergent herbicide to assist in the removal of weeds in cracks and crevices of hardscaped areas?

Answer: As long as the weeds are controlled, and the company has a licensed applicator and a chemical license when necessary.

Question 14: Can you please confirm that contactors are NOT to fill out or sign any line contained within the sample contract provided from page 20-36? Should contractors exclude this from our submittal?

Answer: Yes, do not turn in the contract with your submittal. The contract in the bid package is *Sample Draft Only not to be signed until award is made.*

Question 15: Can you please confirm that no areas represented yellow on the maps, such as Osceola High, are included in this solicitation?

Answer: Yellow areas are not included in this solicitation.

Question 16: The map on page 46 of attachment C-1 has orange, blue, and purple roadways depicted. Can you confirm that all these areas are included and should be treated the same in reference to maintenance services?

Answer: Yes, these are included.

Question 17: Can you please confirm if contractors should exclude pages 1-14 of the bid document from their submittal, since it states the schedule of offers on page 15 should be the first page submitted with our bid? That is, contractors would submit pages 15-36?

Answer: Bidders are required to include all documents that is informational about this bid, including, schedule of offers, references and workbook that breaks down pricing, etc.

Question 18: Can you confirm if contractors should submit any of the provided Excel 'Workbook' pages with their submitted bid pricing, or are those just to be utilized by the contractor to fill out the Schedule of Offers on page 15 of the bid document? Is the Schedule of Offers on page 15 of the bid document the only pricing page contractors are to submit with their proposal?

Answer: All bidders must turn in with their bid the Schedule of Offers and it is recommended to fill out the workbook supplied. However, if a bidder turns in their own workbook, their bid will not be rejected.

Question 19: If the warranty of a replacement plant exceeds the contract date for maintenance, will the contractor who installed the plant be required to maintain the warranty if they are no longer responsible for the maintenance of that plant?

Answer: No

Question 20: Multiple times in the specifications the frequency of services is stated but varies each time and conflicts with the frequencies as shown on Attachment D. Please confirm the service visits shown on Attachment D is how our pricing should be built. If not, please confirm the visits required to be used for pricing purposes.

Answer: The City desires to achieve the maximum frequency of services, with a maximum of 39 and minimum of 26 cycles.

Question 21: Will mulching of leaves with mowers equipped with mulching kits be acceptable in place of leaf removal?

Answer: Yes, except non-turf areas. Where leaf removal is in 2 cycles will be discussed in the post award meeting.

Question 22: Please provide further detail on what should be specifically included for the "Optional Shrubbery Bed" pricing from the pricing sheet. It is my understanding that bed maintenance is to be included for all sites.

Answer: Areas highlighted in red are selected areas and are required and included in pricing.

ACKNOWLEDGMENT OF ADDENDA:

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

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 2 (IF APPLICABLE)

(Signature)

COMPANY NAME Rotolo Consultants, Inc.

COMPANY ADDRESS 38001 Brownsvillage Road, Slidell, LA 70460

BY: _____ DATE: 5/14/2025

(signature)

Brian Rotolo, CFO EMAIL: Maintenance@rotoloconsultants.com

(typed name/title of signer)

COPY

Rotolo Consultants, Inc.

www.RotoloConsultants.com

RCI

LANDSCAPE • MAINTENANCE • CONSTRUCTION

Rooted in Tradition · Growing the Future

Landscape Maintenance Proposal
Prepared for: The City of Kissimmee
Rotolo Consultants, Inc. | IFB2025-002 Submission

May 20, 2025

City of Kissimmee
Finance Department – 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

Re: IFB2025-002 – Mowing and Landscape Services

To the City of Kissimmee Evaluation Committee:

Rotolo Consultants, Inc. (RCI) is pleased to submit our proposal in response to IFB2025-002 to provide Mowing and Landscape Services for the City of Kissimmee. With over 45 years of experience as a full-suite landscape management firm and a well-established presence across Florida, RCI is fully equipped to deliver reliable, safety-focused, and high-quality grounds maintenance services that meet and exceed the City's expectations.

For this contract, we will provide two full-time, five-man landscape crews operating under the leadership of Ezekiel Davis (Senior Regional Manager), Bill Sandritter (Regional Manager), and John Neuber (Area Manager), all based locally in Kissimmee. Each member of our proposed team is experienced, vetted, and committed to executing services with the utmost professionalism, safety, and efficiency.

RCI understands the scope and responsibilities outlined in the IFB and is prepared to provide the necessary personnel, equipment, and management oversight from day one. We are excited about the opportunity to support the City of Kissimmee and contribute to the enhancement of its public landscapes.

The person authorized to contractually obligate RCI is:
Michael Rotolo, President & Chief Operations Officer
Phone: (800) 641-2427 | **Email:** Mrotolo@rotoloconsultants.com

The point of contact for contractual clarifications will be:
K. Scott Brewer, Vice President
Phone: (800) 641-2427, Ext 102 | **Direct:** (901) 331-1247 | **Email:** Sbrewer@rotoloconsultants.com

Should you require any additional information or clarification, please do not hesitate to contact us.

Sincerely,

Michael Rotolo
President & Chief Operations Officers | Rotolo Consultants, Inc.

From Roots to Results: Transforming Landscapes with Excellence and Innovation Since 1978

Since opening our doors as a local plant nursery in 1978, Rotolo Consultants, Inc. (RCI) has been providing clients across the U.S. with full-suite landscape and construction services. Over the years, RCI has grown from a family nursery into a leader in the green industry, known for our commitment to quality, innovation, and customer satisfaction. Our team of skilled professionals brings a wealth of expertise to every project, ensuring that each client's vision and needs are brought to life with precision and care.

Our success is built on strong relationships with our clients coupled with the use of state-of-the-art equipment and the latest industry techniques delivering results that not only meet but exceed our clients' expectations. We pride ourselves on our responsiveness and our ability to tailor our services to the specific needs of each property. RCI is committed to providing exceptional service that supports the visions of our clients.

Our team possesses the ability to handle a diverse range of projects, from large-scale commercial developments and high-end resorts to school districts and municipalities. We maintain 1,000+ properties across the country— and we do it with creativity, passion and integrity. Our **full-suite landscape maintenance** services include:

- Annual Installations
- Turf Maintenance
- Ornamental & Tree Maintenance
- Irrigation System Maintenance
- Athletic Fields Management
- GIS Mapping
- Debris Removal
- ROW Maintenance
- Landscape Assessments
- Mulching
- Chemical Application
- Horticultural Services



OUR MISSION STATEMENT

RCI is committed to providing quality products and services by incorporating creativity, professionalism, integrity and continuous improvement. In the on-going spirit of partnership, we strive to provide a rewarding atmosphere for our team in order to produce outstanding results for our clients.

OUR CORE VALUES

Our core values are the key to our success and the reason our clients come back to us again and again, often asking for our senior team members and superintendents by name since 1978.

Integrity

We conduct our business with honesty, reliability and consistency in order to produce positive results for both our clients and our team members.

Creativity

We seek innovative solutions for clients via imaginative and unique approaches delivered impeccably by our team of industry professionals.

Passion

We are passionate about what we do, and this passion fuels our team to be the best at what we do each and every day for each and every client.


45
YEARS IN BUSINESS
45+ years in business.
20
Recognized as one of the top 20 largest commercial landscape companies in the U.S.
27 operational locations across 8 states.
1,200+ employees
1,000+ landscape maintenance clients
100+ current construction clients
300+ fleet
$
Over $20 million in owned equipment
95%
Retention rate of over 95% on existing maintenance clients



ALABAMA
- Alexander City
- Birmingham
- Mobile
- Tuscaloosa



FLORIDA
- Destin
- Jacksonville
- Kissimmee
- Orlando
- Panama City Beach
- Tallahassee



GEORGIA
- Columbus



LOUISIANA
- Alexandria
- Baton Rouge
- Lake Charles
- Lafayette
- New Orleans
- Shreveport
- Slidell



MISSISSIPPI
- Biloxi
- Hattiesburg
- Jackson



SOUTH CAROLINA
- Clemson



TENNESSEE
- Memphis
- Nashville



TEXAS
- Austin
- Houston
- Sugarland

27 Operational Locations

CONTACT US:
(800) 641-2427
info@RotoloConsultants.com
www.RotoloConsultants.com

Prepared to Deliver Superior Service, Every Time

RCI holds professional relationships with industry leaders such as Isuzu, John Deere, and Stihl. Our purchasing power assures government-level pricing structure and "front of the line" ability to secure equipment on short notice. In addition, with **over $20 million** of owned equipment currently, RCI has the ability to deploy any level of equipment and vehicles required initially to commence operations at any level.

RCI has the ability and proven track record to quickly staff large-scale operations. We hold the philosophy of maintaining "bench strength" management and supervisors at all times in order to absorb the on average **15% year-over-year growth** that we have successfully absorbed over the last decade. Our ongoing internal training system ensures all staff are fully trained on all equipment employed on a job site. With multiple purchasing agents, all necessary stock, supplies, and inventory are identified and in place prior to the start of any project we undertake.

Built within our entire proposal are the staff and equipment to assure a quality project. Historically, we have a **retention rate of over 95%** on existing landscape maintenance clientele. This does not happen by accident but only through proper management and staffing with checks and controls ensuring every team member is held responsible for their area of work.

RCI is also proud of our **300+ fleet** of trucks and numerous large equipment pieces. As proud R&D partners with John Deere and Rain Bird, we serve as strategic account holders for both. RCI remains on the cutting edge of what is happening within the green industry, standing ready to offer our clients superior service.

ISUZU The power behind it all.™ RAIN BIRD. JOHN DEERE STIHL®

As a top contractor, we provide full-suite landscape and construction services, including:

LANDSCAPE MAINTENANCE

- Athletic Fields Management
- Turf Debris Removal
- ROW Maintenance
- Landscape Assessments
- Mulch
- Annuals
- Turf Maintenance
- Ornamental & Tree Maintenance
- Irrigation System Maintenance Chemicals/Horticultural Services

CONSTRUCTION

- Hardscape
- Aquatics
- Design & Build
- Lighting
- Erosion Control
- Irrigation
- Athletic Fields & Complexes
- Fencing
- Retaining Walls
- Hydro-Seed
- Drainage
- Signage



DISASTER RELIEF

- Tree Removal
- Debris Removal
- Landscape, Aquatic, Hardscape Renovation & Emergency Repair
- Labor & Equipment Assists
- Hurricane Relief
- Property Assessments
- Demolition
- Pressure Washing
- Mold Remediation
- Roof Repair

DESIGN + ASSIST

- Land Planning
- Landscape Architecture
- GIS Mapping & Presentations
- Irrigation Assessments
- Landscape Master Planning
- Permit Documents
- Aquatic Facility Design
- RV Park Design
- Signage & Hardscape Design
- Landscape, Irrigation & LED Lighting Design

EXECUTIVE TEAM:



MICHAEL ROTOLO
President and COO
19 Yrs. of Industry Experience
19 Yrs. with RCI



BRANDT MARTIN
COO of Maintenance
14 Yrs. of Industry Experience
14 Yrs. with RCI



JEREMY CARTER
RVP of Maintenance
20 Yrs. of Industry Experience
4 Yrs. with RCI

CORPORATE MANAGEMENT:



STEVEN PUGH
Corporate Irrigation Manager
30 Yrs. of Industry Experience
4 Yrs. with RCI



RUSSELL HARRIS
Corporate Horticulture Manager
32 Yrs. of Industry Experience
8 Yrs. with RCI



EDDY FERNANDEZ
Corporate Safety Officer
23 Yrs. of Industry Experience
4 Yrs. with RCI

ORLANDO MANAGEMENT:



EZEKIEL DAVIS
Senior Regional Manager
19 Yrs. of Industry Experience
10 Yrs. with RCI



BILL SANDRITTER
Regional Manager
31 Yrs. of Industry Experience
1 Yrs. with RCI



JOHN NEUBER
Area Manager
30 Yrs. of Industry Experience
1 Yrs. with RCI

Michael Rotolo | President & Chief Operations Officer

Michael Rotolo has been with RCI since 2005 and serves as the company's President and Chief Operations Officer. He is a graduate of the Georgia Institute of Technology where he earned a degree in Mechanical Engineering. With nearly two decades of experience at RCI, Michael's experience and expertise ensures the highest quality of services are provided to each and every RCI client. Under his leadership, the company has seen significant growth and innovation, continually adapting to meet the evolving needs of its clients. His passion for engineering and leadership is matched only by his dedication to making a positive impact both within and outside of RCI.

Brandt Martin | Chief Operations Officer of Maintenance

As Chief Operations Officer of Maintenance, Brandt Martin oversees all aspects of multiple maintenance divisions throughout a seven-state area with a specific focus on customer relations, contracting, acquisition/integration, resource allocation and field operations. Brandt Martin is an accomplished executive with 10+ years in landscape and construction. In partnership with his executive management team, Brandt creates customer service packages that support the company's mission and goals while providing best-in-class products and services for the company's maintenance clients across the Southeastern U.S.

Jeremy Carter | Regional Vice President

Jeremy Carter serves as a Regional Vice President of Maintenance for RCI. Jeremy is a graduate of Auburn University, where he earned a degree in Horticulture and a master's degree in Accounting. He is a licensed Ornamental and Turf Pesticide Applicator for the state of Alabama (OTPS). Jeremy has 20+ years experience in the landscaping industry and has served in various positions such as tech services manager, account manager, branch manager, regional manager, and division manager.

University Medical Center
New Orleans, LA

RCI delivered comprehensive landscape construction, aquatic and hardscape installations, and continues to provide expert maintenance to ensure the property's visual and functional excellence.



Steven Pugh | Corporate Irrigation Expert

Having over 30 years of industry experience Steven is passionate about helping customers build top-tier landscape irrigation systems. In 1996, Steven obtained his Texas Irrigation License, Certified Irrigation Technician (CIT), Backflow Testers Certification, and Landscape Irrigation Auditor Certification (CLIA) from Texas A&M. Steven was also a former ASP for Rain Bird Pump Station(s), Rain Bird IQ Central, and PPS Pump Station(s) as well as Rain Bird Maxi-Com certified. Steven specializes in water conservation, creating irrigation systems that work in harmony with the natural environment to keep landscapes looking their best. He currently leads RCI's team of irrigation techs that are certified by the Irrigation Association.

Eddy Fernandez | Corporate Safety Officer

As Safety Manager, Eddy Fernandez identifies, develops, and implements risk management programs, policies, and initiatives, including analysis and recognition of trends as well as risk mitigation programs to manage exposure and loss. Eddy leads RCI's weekly toolbox talk giving managers a weekly safety topic to discuss in further detail with crews each day. Eddy is bilingual with the ability to speak and write both English and Spanish. With over 24 years of experience in safety management, Eddy boasts many safety certifications, a few of which being OSHA 10, 30, 500, and 501.

Russell Harris | Corporate Horticulturist

Russell Harris, RCI's Corporate Horticulturist, supports the construction and maintenance divisions at RCI across all markets. Harris has a Bachelor of Science in Horticultural Systems and a Master of Science in Horticulture and Pesticide Chemistry. He has been a licensed Commercial Pesticide Applicator for industrial, right of way, ornamentals & turf, and aquatics since 1997, and has held a horticultural service license since 1997. His work experience includes 25+ years working in the golf course industry, landscape industry, and as a county agent.

Ezekiel Davis | Senior Regional Manager

Ezekiel has been employed with RCI for 10 years, and has overseen some of the company's highest profile clients during that time. He has 20 years of experience in both management and the landscape industry. His extensive background has equipped him with a unique blend of strategic insight and hands-on expertise, making him an invaluable asset to the team. Colleagues and clients alike appreciate his commitment to excellence and his ability to deliver innovative solutions tailored to meet specific needs.

Bill Sandritter | Regional Manager

Bill serves as an Area Manager for the Orlando market. He has 21 years of industry experience with over 25+ years spent in management positions. He holds a Bachelor of Science in Business Management from Rutgers University. Bill possesses the knowledge, leadership experience, and management skills to maintain excellent service quality. His specialization in client relations has made him an invaluable asset at RCI.

John Neuber | Area Manager

John Neuber serves as a Area Manager for the Orlando market. He has 44 years of landscaping experience with over 40 years spent in management positions. He holds a bachelor's degree in engineering from the University of Illinois at Chicago. Notably, he has brought the services provided to Seminole County and Orange County up to RCI standards. His specialization in Commercial and High multifamily properties, and high-end HOAs has made him/her an invaluable asset to the team. He holds a FNGLA certification is Osha 40 certified.

THE RCI TEAM POSSESSES:

- **Proactive Management**
- **Workload Capacity**
- **Professional Crews**
- **Dedicated Personnel**
- **Full-Vetted Staff**
- **Insured & Compliant**
- **Exceptional Service**
- **Consistent Safety Training**
- **Cutting-Edge Equipment**

Your designated **Account Representative** for client relations, support services, and inquiries will be:



Chris Gonda
Corporate Strategist
Phone: (800) 641-2427, Ext. 178
Cell: (985) 445-8322
Email: Cgonda@rotoloconsultants.com

Chris Gonda is a client relationship management professional with over a decade of experience driving business strategy, operations, and team development. A U.S. Army veteran with a strong foundation in leadership, strategic planning, and problem-solving, he is adept at navigating high-pressure environments while maintaining a focus on efficiency and results. He has a proven track record in fostering client relationships, implementing value-focused engagement, and stakeholder collaboration. Chris is committed to building lasting partnerships with RCI's clients, serving as a trusted advisor to drive mutual success and long-term growth.



Staffing Plan – For The City of Kissimmee

Role	Name	Years in Industry
Senior Regional Manager	Ezekiel Davis	20+
Regional Manager	Bill Sandritter	25+
Area Manager	John Neuber	40+
2 x 5-Man Crews	Assigned Personnel	Varies

All field personnel have passed background screenings and comply with Jessica Lunsford Act protocols.

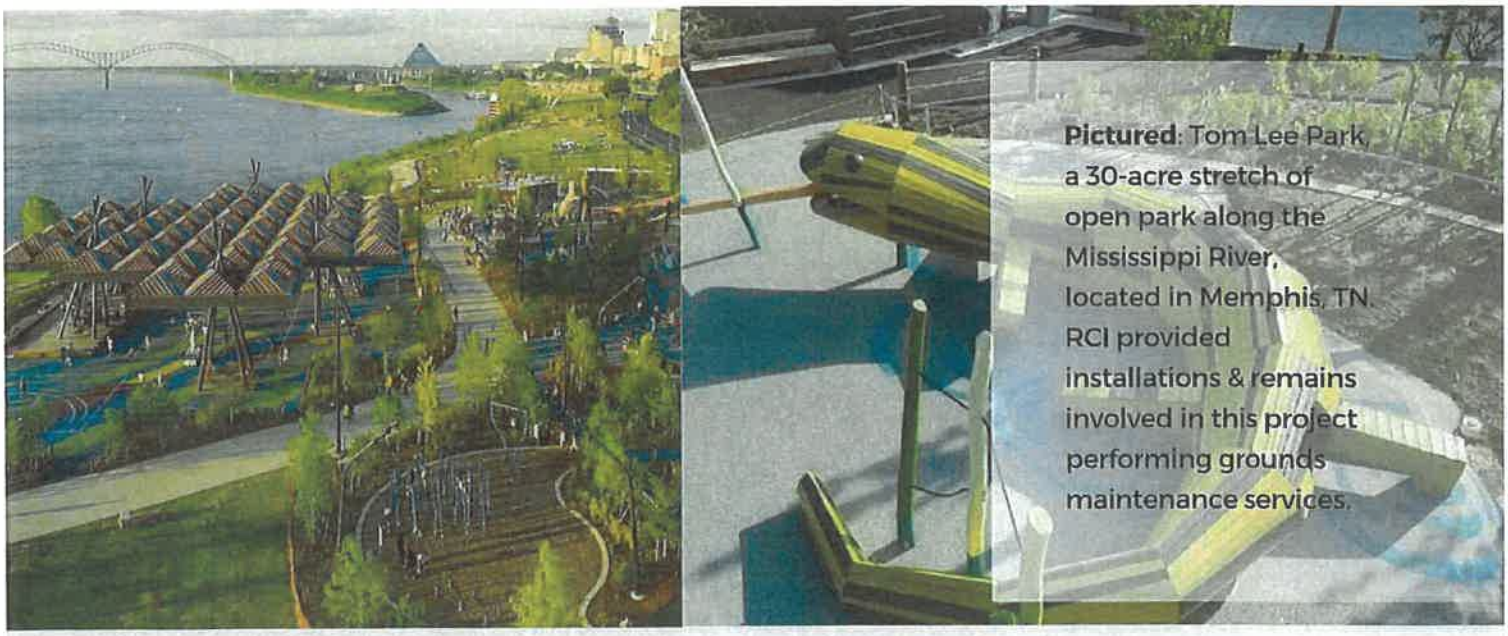
Approach and Methodology

- **Debris & Trash Removal**: Conducted before and after mowing as specified
- **Turf Mowing**: Per IFB standards, to maintain a height of 1–2 inches
- **Edging/Trimming**: Mechanical edging and string trimming with every visit
- **Chemical Applications**: Certified applicators following Florida DEP and EPA guidelines
- **Hazard Reporting**: Real-time reporting of safety or damage concerns to City staff

Extensive Municipal Experience

RCI has a long-standing track record of providing high-quality landscape maintenance and grounds management services for municipalities across the Southeastern United States. Our portfolio includes partnerships with cities, counties, state agencies, and federal institutions, where we deliver comprehensive services such as mowing, irrigation management, seasonal enhancements, and infrastructure upkeep. We maintain a diverse range of properties, including parks, libraries, airports, levees, government buildings, fire stations, and historic sites, ensuring they remain clean, safe, and visually appealing year-round.

By leveraging our deep industry expertise, advanced equipment, and dedicated personnel, RCI consistently upholds the highest standards of service, contributing to the beautification and sustainability of public spaces across the region. Provided on the following pages are a selection of projects in our portfolio.



Pictured: Tom Lee Park, a 30-acre stretch of open park along the Mississippi River, located in Memphis, TN. RCI provided installations & remains involved in this project performing grounds maintenance services.



Abita Airport – Abita Springs, Louisiana (2016 - 2024)
Bay County Parks and Rec – Panama City Beach, Florida (2019 - Current, 17 Locations)
Birmingham City Walk Park – Birmingham, Alabama (2022 - Current, 9 Blocks)
Birmingham Gateway – Birmingham, Alabama (2022 - Current, 10 Sections)
Birmingham-Jefferson Civic Center, City Walk, & Protective Stadium – Birmingham, Alabama (2021 - Current)
City of Deer Park – Deer Park, TX (2024 - Current)
City of Hammond – Hammond, Louisiana (2019 - Current, 10 Locations)
City of Katy – Katy, TX (2023 - Current)
City of Mandeville – Mandeville, Louisiana (2014 - Current, 10 Locations)
City of Memphis – Memphis, Tennessee (2014 - Current, 400+ Locations)
City of Panama City Beach – Panama City Beach, Florida (2020 - Current, 11 Locations)
City of Slidell – Slidell, Louisiana (2009 - Current, 3 Locations)
Coast Guard New Orleans – New Orleans, LA (2020 - 2024)
DFA Capital Buildings – Mississippi (2022 - Current, 10 Locations)
East Jefferson Parish Levees – Louisiana (2020 - Current, 3 Sections)
Eglin Airforce Base – Florida (2020 - Current, 2 Locations)
FBI L&B – Louisiana (2015 - Current)
Gretna City Hall – Gretna, Louisiana (2020 - Current)
Jackson Barracks – New Orleans, Louisiana (2022 - Current)
LADOTD St. Charles – Louisiana (2021 - Current, 2 Locations)
LADOTD St. Tammany – Louisiana (2021 - Current)
Lafayette Public Libraries – Lafayette, Louisiana (2021 - Current, 5 Locations)
MDOT – Mississippi (2019 - Current, 9 Locations)
MS Governor's Mansion – Mississippi (2021 - Current)
MS Port Authority – Mississippi (2020 - Current)
New Orleans City Park – New Orleans, Louisiana (2021 - Current, 15 Locations)
New Orleans International Airport – New Orleans, LA (2020 - Current)
Office of State Buildings Campus (State Capitol, Governor's Mansion, etc.) – Baton Rouge, LA (2020 - Current)
Orleans Levee Office – New Orleans, Louisiana (2020 - Current)
Panama City Beach Parks – Panama City Beach, Florida (2020 - Current, 2 Locations)
Poydras St – New Orleans, Louisiana (2019 - 2021)
SE Flood Protection Authority – New Orleans, Louisiana (2020 - Current, 2 Locations)
Shelby County Sheriff's Office – Memphis, Tennessee (2021 - Current, 12 Locations)
Shelby Farms Park – Memphis, Tennessee (2016 - Current, 28 Sections)
Slidell Airport – Slidell, LA (2009 - Current)
St. Tammany Parish Government – St. Tammany, LA
Tom Lee Park – Memphis, Tennessee (2021 - Current, 2 Locations)
Town of Summerdale – Summerdale, Alabama (2022 - Current, 20 Locations)
West Feliciana Fire Stations – Louisiana (2020 - Current, 8 Locations)
Westway Park – Houston, Texas (2022 - Current)

Quality Assurance: Our Commitment to Consistency & Care

At RCI, we are dedicated to ensuring that every property we service receives top-tier care and attention to detail. Our approach to quality assurance focuses on regular monitoring, proactive solutions, and open communication to keep landscapes healthy, beautiful, and functional year-round.

Regular Site Inspections

- Our supervisors perform weekly and monthly site inspections, ensuring that all work meets contract standards. During these visits, we assess everything from mowing and pruning to irrigation performance and overall landscape health.

Detailed Service Reports

- Using **RCI Service NOW!**, we document every service in real time and provide clients with clear, actionable reports. These reports include task summaries, before-and-after photos, and notes regarding your property.

Proactive Issue Resolution

- Our team is trained to promptly address concerns, ensuring that minor property issues don't escalate into larger problems. Client feedback is integral to this process, and we welcome open dialogue to continuously improve our services.

Our Promise to Clients

At RCI, client satisfaction is our driving force. We build strong relationships by being available, responsive, and open in our communication. We see ourselves as partners in the care of your property, and we are committed to ensuring your experience with RCI is exceptional at every level. If an issue arises, we respond quickly and transparently—working with our clients to resolve it promptly and prevent it from happening again.

Why It Works

By combining expert oversight, responsive communication, and advanced tracking tools, RCI provides reliable and consistent service that our clients trust. Your satisfaction is at the core of everything we do, and we take pride in delivering landscapes that exceed expectations.

Simple, Informative Service Updates

Keeping our clients informed is a cornerstone of RCI's approach to landscaping services. Traditionally, we've shared weekly service reports that detail tasks completed, areas of concern, and recommendations for upkeep-- all sent directly to facility managers, giving them an easy way to track the condition and care of their properties. With the RCI Service NOW! app, we're enhancing this process. This mobile app allows our Area Managers to input data about services performed—from routine tasks like mowing, edging, and pruning to more specialized work like chemical applications, annual installations, and irrigation repairs. Clients will receive email updates with a PDF summary of the work completed, along with photos of the property after servicing.

Key features of these reports include:

- A **breakdown of services delivered**, such as debris or limb removal, mulch application, and pruning
- **Photos highlighting completed work** and any areas of concern
- Automated **chemical application reports**, stored in our database for **easy client access** when needed

Streamlined Communication

The RCI Service NOW! app centralizes communication, ensuring clients receive timely and detailed updates. Whether it's a seasonal adjustment to irrigation schedules or a record of chemical usage, all information is organized and easily accessible. This system not only helps clients stay informed but also supports compliance with regulatory needs by keeping chemical reports readily available.

Commitment to Quality and Transparency

This app is part of our ongoing effort to provide exceptional service and clear communication. By integrating this advanced reporting tool, we aim to give our clients greater confidence in their property's care. Alongside the app, our team continues to perform thorough inspections and take proactive steps to identify and address issues before they arise.

Partnering for Success

Strong partnerships are built on trust, reliability, and clear communication. RCI Service NOW! makes it simple to track the care your property receives. With visual documentation and detailed reports, you'll have everything you need to make informed decisions about your landscaping. Together, we'll keep your properties safe, beautiful, and functional year-round!

Hiring Approach

Rotolo Consultants, Inc. is a first-tier contractor providing opportunities for industry professionals to learn, grow, and thrive at work. We are positively impacting the commercial landscape industry through dynamic and consistent training and continued education. We focus on having vibrant company to employee relationships. Our recruiting team partners with local colleges and universities to create a pipeline for career placement with industry-relevant graduates. This process includes participation in locally hosted career days, college fairs, and involvement with the National Association of Landscape Professionals (NALP) organization. Following are some specifics relative to our staffing procedures:

RCI's Commitment to Employee Screening, Training, and Development

- **Drug Screening**: Initial testing and random checks throughout employment.
- **Motor Vehicle Record Check**: Ensures authorized drivers and assesses employment suitability.
- **E-Verify Compliance**: Fully compliant with E-Verify for employment eligibility verification.
- **New Employee Orientation**: Covers company policy, safety training, benefits, and management structure.
- **Ongoing Training**: Weekly safety meetings and training on equipment operation, chemical handling, vehicle safety, and job-specific hazards.
- **Equipment Training**: Hands-on training with project managers and safety directors ensures mastery and continuous learning in the field.
- **ExakTime**: RCI utilizes this geolocation-based time tracking app, allowing crews to clock in/out via smartphones (even offline), supervisors to manage check-ins and cost codes on-site, and managers to generate reports on job hours, work hours, and productivity.



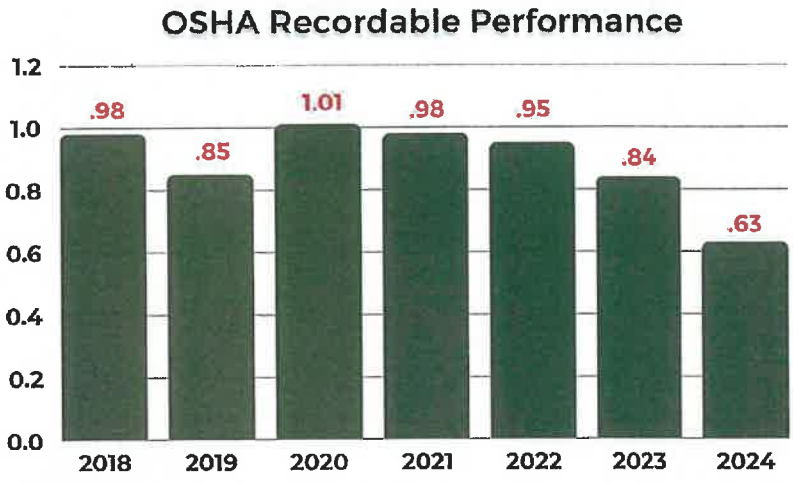
Rotolo Consultants, Inc. (RCI) maintains an **industry-leading safety record**. Please see below for a breakdown of RCI's methodology regarding RCI's **Safety Program** and **Job Hazard Analysis (JHA)** tools.

- Leading Safety Experts
- Promotes Workplace Safety
- OSHA Compliant
- Risk Management
- Full-Vetted Staff
- Consistent Safety Training
- Professional Crews
- Insured & Compliant
- Daily Equipment Inspections

A robust safety and training program is crucial for minimizing damages, claims, and injuries on projects. Our company maintains **an industry-leading safety record**, largely due to our **Job Hazard Analysis (JHA)** tool, completed before project commencement. Led by our safety manager and key staff, this analysis identifies and addresses safety issues comprehensively, from equipment operation to job site specifics.

Continuously utilized throughout projects, our JHA tool informs weekly safety meetings and evolves with project knowledge. Additionally, our staff undergoes thorough equipment training before operation. We utilize weekly toolbox talks, factory training guides, visits by manufacturer's representatives, and our own experience in completing the requisite training.

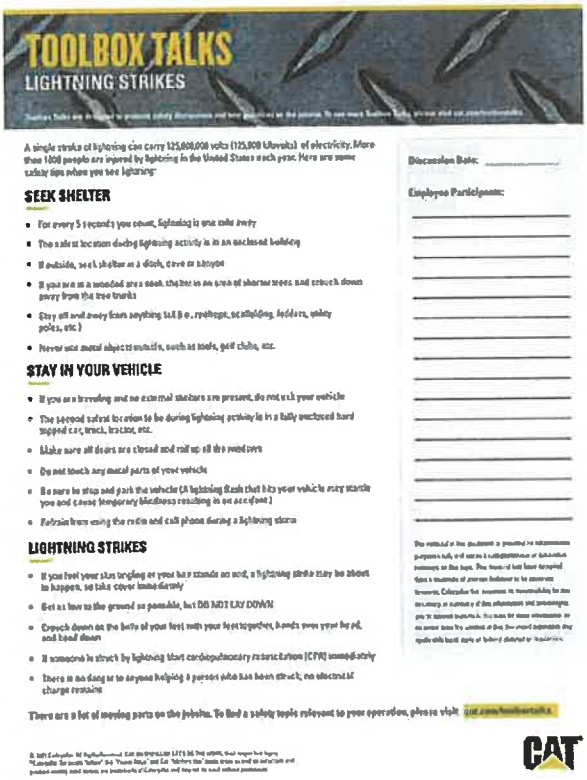
Our supervisors are responsible for inspecting all the equipment being used for the day prior to the start of work. After inspection, they must complete **equipment and vehicle inspection forms** that are turned into the project manager.



What is a Toolbox Talk?
A toolbox talk, is a short and informal safety discussion held among workers and management. It typically occurs at the worksite, often near the equipment and tools, and lasts 10 to 15 minutes. A toolbox talk aims to address specific safety issues or concerns relevant to the job and reinforce safe work practices. RCI's Corporate Safety Representative distributes weekly Toolbox Talk materials with sign in sheets to verify completion to all members of our organization on a weekly basis.

When Are They Done?
Toolbox talks are typically conducted before the start of a work shift or at the beginning of a specific task. They are often a daily or weekly routine, especially in high-risk industries like construction, manufacturing, and mining. These talks allow employees to prepare for their tasks mentally, highlight potential hazards, and set the tone for a safety-focused workday. Toolbox talks are particularly useful when introducing new equipment or procedures, as they help familiarize workers with any changes and potential risks.

See below this week's Toolbox Talks provided to all teams within our organization dated 5/11/2025.



TOOLBOX TALKS
LIGHTNING STRIKES

A single strike of lightning can carry 125,000,000 volts (125,000 kilovolts) of electricity. More than 1000 people are injured by lightning in the United States each year. Here are some safety tips when you see lightning:

Discussion Date: _____

Employee Participants:

SEEK SHELTER

- For every 5 seconds you count, lightning is one mile away
- The safest location during lightning activity is in an enclosed building
- If outside, seek shelter in a ditch, cave or canyon
- If you are in a wooded area seek shelter in an area of shorter trees and crouch down away from the tree trunks
- Stay off and away from anything tall (i.e., ryebrugs, scaffolding, ladders, safety poles, etc.)
- Never use metal objects outside, such as tools, golf clubs, etc.

STAY IN YOUR VEHICLE

- If you are a traveling and no external shelters are present, do not exit your vehicle
- The second safest location to be during lightning activity is in a fully enclosed hard topped car, truck, tractor, etc.
- Make sure all doors are closed and roll up all the windows
- Do not touch any metal parts of your vehicle
- Be sure to stop and park the vehicle (A lightning flash that hits your vehicle may startle you and cause temporary blindness resulting in an accident.)
- Refrain from using the radio and call phone during a lightning storm

LIGHTNING STRIKES

- If you feel your skin tingling or your hair stands on end, a lightning strike may be about to happen, so take cover immediately
- Get as low to the ground as possible, but DO NOT LAY DOWN
- Crouch down on the balls of your feet, with your feet together, hands over your head, and head down
- If someone is struck by lightning start cardiopulmonary resuscitation (CPR) immediately
- There is no danger to anyone helping a person who has been struck, no electrical charge remains

There are a lot of moving parts on the jobsite. To find a safety topic relevant to your operation, please visit [illegible]

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CAT

English



TOOLBOX TALKS
LIGHTNING STRIKES

Un solo rayo puede transportar 125 000 000 voltios (125 000 kilovoltios) de electricidad. Más de 1,000 personas resultan heridas por rayos en Estados Unidos cada año. Aquí tienes algunos consejos de seguridad para cuando veas un rayo:

Fecha de discusión: _____

Participantes empleados:

BUSCAR REFUGIO

Por cada 5 segundos que cuentes, un rayo estará a una milla de distancia.
- El lugar más seguro durante la actividad eléctrica es un edificio cerrado.
- Si estás al aire libre, busca refugio en una zanja, cueva o cañón.
- Si estás en una zona boscosa, busca refugio en una zona con árboles bajos y aléjate lejos de los troncos.
- Mantente alejado de objetos altos (p. ej., trabajos, andamios, escaleras, postes de electricidad, etc.)
- Nunca uses objetos metálicos en el exterior, como herramientas, palos de golf, etc.

PERMANEZCA EN SU VEHÍCULO

- Si viaja y no hay refugios externos, no salga de su vehículo.
- El segundo lugar más seguro durante una tormenta eléctrica es un camión, tractor, etc., completamente cerrado y con techo rígido.
- Asegúrese de que todas las puertas estén cerradas y suba todas las ventanas.
- No toque ninguna parte metálica de su vehículo.
- Asegúrese de detenerse y estacionar el vehículo (un rayo que impacte su vehículo podría sobresaltarlo y causar ceguera temporal, lo que podría provocar un accidente).
- Evite usar la radio y el teléfono celular durante una tormenta eléctrica.

CAÍDAS DE RAYO

- Si siente un hormigueo en la piel o se le erizan los pelos, es posible que esté a punto de caer un rayo, así que proceda inmediatamente.
- Agáchese lo más posible, pero NO SE TUMBE.
- Agáchese sobre las puntas de los pies con los pies juntos, las manos sobre la cabeza y la cabeza agachada.
- Si alguien le cae un rayo, inicie la reanimación cardiopulmonar (RCP) inmediatamente.
- No hay peligro para nadie que ayude a una persona que ha sido alcanzada por un rayo; no queda carga eléctrica.

Hay muchas piezas en movimiento en el trabajo. Para encontrar un tema de seguridad relevante para su operación, visite [illegible]

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CAT

Spanish

At Rotolo Consultants, Inc. (RCI), we take great pride in maintaining our equipment to the highest standards. Proper care not only ensures our tools and vehicles are in top condition but also helps us deliver the best service to our clients.

Routine Maintenance: A Priority

We approach equipment care with a proactive mindset. For example, mowers are monitored based on usage hours and cutting performance, ensuring timely maintenance. Trucks and other vehicles follow a strict maintenance schedule, with logs updated weekly to track their condition and service history.

Driver Responsibility

Each vehicle has a dedicated driver who is accountable for its care. Drivers maintain a folder with essential documents and checklists to monitor the truck's performance daily. This system ensures that any issues are quickly identified and addressed.

Comprehensive In-House Repairs

From transmission and engine swaps to custom fabrication and body repairs, all our equipment maintenance is handled in-house. This allows us to maintain full control over the quality of work and minimize downtime.

Data-Driven Care

Fuelers track mileage for all vehicles, providing valuable data for scheduling maintenance. This ensures our fleet stays efficient and reliable while avoiding costly, unexpected repairs.



At RCI, equipment care isn't just about keeping things running—it's about upholding the high standards our clients deserve. By investing in proper maintenance, we ensure our team has the tools they need to deliver exceptional results every time.



JDLink: Smarter Fleet Management

Rotolo Consultants, Inc. (RCI) uses JDLink, John Deere's advanced telematics solution, to enhance our fleet's performance and reliability. This cutting-edge technology helps us manage our equipment more effectively, ensuring that we deliver contracted services on time and without interruptions.

What is JDLink?

JDLink is a remote monitoring system that connects us to our equipment, providing real-time insights into machine performance, location, and usage. It empowers us to track and manage our fleet efficiently, whether on-site or remotely.

How JDLink Helps Us:

Keeping Equipment Running

- **Remote Diagnostics and Programming**: JDLink allows for remote diagnostics and troubleshooting. This means we can address issues faster, sometimes before they even become a problem, minimizing downtime.
- **Proactive Maintenance**: Automated maintenance tracking ensures our machines are serviced on schedule, extending their life and maximizing availability.

Getting the Job Done

- **Right Machine, Right Place**: JDLink shows us how our machines are being used so we can make sure they're in the right place and doing the right job.
- **Tracking Locations**: Knowing exactly where our equipment is helps us plan better and respond faster if something comes up.

Cost Savings

- **Fuel Efficiency**: By monitoring fuel consumption and idle time, we identify opportunities to reduce waste and operating costs.
- **Theft Prevention**: Geo-fencing and curfew features help us protect our assets and recover equipment quickly if theft occurs.

Using JDLink means we're better prepared to handle challenges and keep our projects on track. It helps us stay efficient, keep our equipment in good shape, and deliver the quality work our clients expect.

Ensuring safe chemical application is critical on any project. Please see below for an overview of RCI's **Integrated Pest Management (IPM)** practices.

Integrated Pest Management:

According to the USDA, Integrated Pest Management (IPM) is a science-based decision-making process that combines tools and strategies to identify and manage pests. As defined in 7 U.S.C. § 136r, IPM is "a sustainable approach to managing pests by combining biological, cultural, physical, and chemical tools in a way that minimizes economic, health, and environmental risks." RCI follows the principles of Integrated Pest Management (IPM) which employ the use of all suitable pest control methods to keep pest populations below the economic injury level. Automatically and routinely applying pesticides can be counterproductive, economically wasteful, and environmentally unsound. IPM methods include

- cultural practices;
- the use of biological, physical, and genetic control agents;
- and the selective use of pesticides to limit environmental impacts.

Additionally, RCI follows all state and federal pesticide laws and abides by our clients' directives. Spray techs are required to wear the personal protective equipment (PPE) recommended by the product label and must apply all pesticides in accordance with the label. RCI provides clientele with a written record of all pesticides applied, the rate at which they were applied, the location they were applied, the total amount applied, and the reason they were applied. All records are maintained for on-demand inspection by federal and state regulating agencies as well as clientele.



Comprehensive Chemical Training: Building Expertise & Ensuring Safety

RCI ensures all spray team members undergo initial chemical handling and safety classes when hired. RCI uses a combination of classroom and experiential learning followed by a one year apprenticeship. RCI uses the 'National Pesticide Applicator Certification Core Manual' in the classroom and sends spray techs to educational seminars provided by cooperative extension services and state agricultural departments/bureaus.

At present, over half of our staff are state licensed commercial applicators. RCI'S end goal is to have every spray tech become a state licensed commercial pesticide applicator at the Spray Tech 1 level (Supervisor).

Why Choose RCI for Irrigation Management?

Rotolo Consultants, Inc. (RCI) offers best-in-class irrigation system monitoring, installation, maintenance, and repair services to clients. With over 45 years of excellence in landscape and green industry services, RCI has earned a reputation for providing innovative, water-wise, and cost-effective irrigation solutions tailored to meet the specific needs of each property. Our proactive approach ensures that every irrigation system we manage operates at peak efficiency, conserving resources while maintaining the lush, vibrant landscapes our clients desire.

Key Features of RCI's Irrigation Services

Proactive Inspections:

- Each scheduled service includes a thorough inspection of the entire irrigation system.
- Our trained technicians identify, report, and address potential issues before they become costly problems.

Real-Time Problem Resolution:

- Our Corporate Irrigation Manager and certified technicians remain on-call to respond swiftly to any unforeseen system failures or emergencies.

Advanced Reporting:

- We provide clients with detailed irrigation reports, including performance metrics, maintenance recommendations, and repair summaries.

Water Conservation:

- Utilizing state-of-the-art tools, including Rain Bird IQ and other weather-based monitoring systems, we ensure optimal water usage to save 30%-50% on water costs.



Partner with RCI for Smarter Irrigation Management

From residential developments to large-scale commercial properties, RCI's irrigation services are designed to deliver measurable value and enduring results. Let us help you enhance the health and longevity of your landscapes with customized irrigation solutions.

RCI Brings Industry Leading Knowledge

With unmatched expertise led by our Corporate Irrigation Manager, Steven Pugh—who brings over 30 years of industry experience and multiple certifications—RCI's irrigation team delivers unparalleled service quality. Our **proactive management approach** ensures preventative maintenance to keep systems operational with minimal downtime, while our commitment to **smart irrigation monitoring** is evident through initiatives like the Water-Wise Irrigation Program, which helps clients achieve their environmental goals while reducing operational costs. By combining **industry-leading knowledge** with **cutting-edge technology**, RCI stands as a trusted partner for smarter, more efficient irrigation management.

RCI's Certified Irrigation Specialists

Our tiered Irrigation Certification Program ensures that our team remains equipped with the highest level of expertise:

- **Stage 1: Irrigation Technician Helper/Apprentice** – Assists in various projects while acquiring foundational skills.
- **Stage 2: Certified Irrigation Technician** – Licensed through the Irrigation Association (IA) or state-specific certifications.
- **Stage 3: Landscape Irrigation Auditor** – Specializes in irrigation audits and efficiency optimization.
- **Stage 4: Authorized Pump Technician** – Factory-certified by Rain Bird, Watertronics, and other leading brands.
- **Stage 5: Certified Irrigation Designer (CID)** – Develops innovative, water-wise irrigation systems.

Comprehensive Training and Certification Programs

RCI's commitment to excellence is supported by ongoing employee training through internal programs such as:

- **Irrigation 101 & 102**: Basics of irrigation components and system setup.
- **Advanced Courses**: Cover electrical troubleshooting, water conservation strategies, and remote irrigation management.
- **Factory Certifications**: Our team is factory-trained in Rain Bird Maxi-Com, Precision Pumping Systems, and other cutting-edge technologies.

Disaster Relief Services:
Emergency Response & Aid In the Wake of Disaster

As a contractor with a proven history of disaster response, Rotolo Consultants, Inc. has extensive experience responding to natural disasters. We even have an entire division dedicated to natural disaster relief.

RCI has the ability to provide immediate assistance and solutions in incredibly overwhelming situations and is typically able to mobilize teams at the same time emergency service vehicles are on the road. We've helped a variety of clients navigate disaster damage, including casinos, large residential complexes, and complete cities. We've also helped various communities recover from hurricanes, tornados, fires, floods, and more. RCI is committed to providing all necessary tools for recovery. We are prepared to handle hazardous materials, monitor debris, and plan pre-events during storm season.

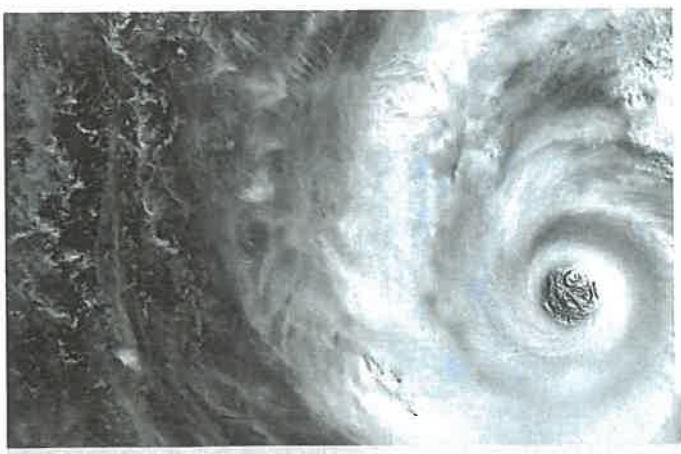
"We were really impressed with RCI post-hurricane. They were out at Algiers the Thursday right after the hurricane— before we even opened to patients. RCI had outside looking like nothing ever happened before our first patient arrived."

Sarah Cassanova | Manager of Clinic Operations at Ochsner Health System

In the wake of disaster, RCI can provide push crews to clear debris, demolition crews, crews to repair or install hardscape features, and landscape repair or redesign. We work with our clients to revert properties to their previous state, providing restorative solutions within clients' budgets.

Prior Response Projects:

- **Hurricane Ida** - LA & MS
- **Hurricane Laura** - Lake Charles, LA
- **Hurricane Sally** - Gulf Shores, AL
- **Hurricane Delta** - Lake Charles, LA
- **Hurricane Zeta** - Gulf Shore, AL
- **Houston Port Fires** - Houston, TX
- **Hurricane Harvey** - Houston, TX
- **Hurricane Katrina** - LA & MS
- **Hurricane Michael** - FL Panhandle
- **Hurricane Maria** - Puerto Rico
- **Hurricane Florence** - North & South Carolina
- **BP Oil Spill** - MS Gulf Coast & Pensacola, FL
- **Joplin Tornado** - Joplin, MO
- **Omaha Floods** - Omaha, NE
- **ExxonMobil Spill** - Yellowstone River, MT





Sustainability Efforts and Initiatives

Recognizing the increasing focus on sustainability, RCI actively incorporates environmentally responsible practices into our daily operations. We leverage our equipment to reduce emissions, conserve resources, and minimize our environmental impact, all while delivering the high-quality service you expect.

Propane Initiative

- Since 2012, RCI has converted its full maintenance fleet to propane-powered equipment, significantly reducing CO_2 emissions by 13%.
- Propane mowers operate for 6–8 hours on a single tank, improving efficiency while reducing reliance on traditional fossil fuels.

Efficient Equipment Maintenance

- Routine maintenance ensures equipment operates at peak efficiency, reducing fuel consumption and emissions.
- Prolonging equipment lifespan through proactive care helps reduce waste and the need for replacements.

Noise and Community Impact

- Battery-powered equipment reduces noise pollution, making our operations more suitable for sensitive environments such as schools.

Smart Irrigation Technology

- Advanced irrigation systems, like Rain Bird IQ, are used to conserve water by adjusting to weather conditions and delivering precise irrigation.
- These systems prevent overwatering and reduce overall water usage.

At RCI, sustainability is not just a commitment—it's an ongoing effort to innovate and implement environmentally responsible solutions. By continuously evaluating and enhancing our practices, we strive to set new landscaping standards while delivering exceptional service to our clients.

Additional Materials:
Visit Our Website

To explore recent project highlights, company news, and ongoing developments at RCI, please visit our website:



Plant Talk with RCI's Horticulturist, Russell Harris



Celebrating Earth Day and Arbor Day



Transforming LSU's Aquatic Facilities



Luxury Meets Landscape: Four Seasons Hotel New Orleans



Get to Know Your RCI Landscape Designers: Manny Lopez and Allen Worthington



Why Hiring a Landscape Architect is Essential for Your Commercial or Public Space



Transforming Your Commercial Properties with Beautiful and Functional Hardscapes



The Benefits of Smart Irrigation in Commercial Landscaping



Behind the Design: Q&A with RCI's Landscape Architects



Celebrating Landscape Architecture Month at RCI: Insights from Gene Peters, Director of Landscape Architecture



Complicated in the Big Easy

The transformation of the World Trade Center into a luxury property was a huge undertaking, to say the least – the project cost more than $500 million and took more than three years to complete.

Did you know that May is National ALS Awareness Month?

RCI had the exciting opportunity to partner with Ochsner to spread ALS awareness and support through the planting of a special garden at their main campus in New Orleans.

The Right People. The Right Attitude. The RCI Difference.

RCI has always operated under the philosophy that we must expect more from ourselves than any client ever would. We know from the start what a truly extraordinary project should look like, and we work tirelessly with our clients to achieve the highest standards.

The Rotolo family has assembled a team that shares our passion for providing the best possible service. When we hire, we are not just looking for the right experience or the right skill set. We are looking for the right attitude. The result: Our team members are willing to put in the hard work and long hours needed to deliver the highest level of quality on remarkably complex projects under the most demanding schedules. Thanks to this dedication, our clients come back to us again and again.

What we have done for our clients, we can do for you. There is an art to creating a stunning outdoor environment - just as there is an art to building a dedicated, expert team with the skills and drive to deliver a flawless finished product.

We place the highest priority on attracting and hiring the very best people to serve you. While many of our core employees have been with us for years, we actively recruit and hire fresh talent - whether it is the bright new college graduate or someone with 30 years experience. Above all, we look for an enthusiastic, determined outlook. We know that with the right attitude, we can accomplish anything for you!



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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

ROTOLO, MICHAEL JOSEPH

ROTOLO CONSULTANTS, INC.
38001 BROWNSVILLAGE RD
SLIDELL LA 70460

LICENSE NUMBER: CBC1262789

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/29/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida
Department of State

I certify from the records of this office that ROTOLO CONSULTANTS, INC. is a Louisiana corporation authorized to transact business in the State of Florida, qualified on August 12, 2015.

The document number of this corporation is F15000003548.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on May 23, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixteenth day of February, 2024

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 9964753171CU

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

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

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

2024 **EXPIRES 9/30/2025** 5000-1231661

5000	BUSINESS OFFICE	$30.00	1 EMPLOYEE	1801	CERT BUILDING CONTR	$30.00	1 EMPLOYEE	

TOTAL TAX	$60.00
PREVIOUSLY PAID	$60.00
TOTAL DUE	$0.00

ROTOLO BRIAN
ROTOLO MICHAEL JOSEPH - QUALIFIER

ROTOLO CONSULTANTS INC
ROTOLO BRIAN
38001 BROWNSVILLAGE RD
SLIDELL LA 70460

189 S ORANGE AVE #1110
A - ORLANDO, 32801

PAID: $60.00 0098-01162170 7/17/2024

Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2024 **EXPIRES 9/30/2025** 5000-1231661

5000	BUSINESS OFFICE	$30.00	1 EMPLOYEE	1801	CERT BUILDING CONTR	$30.00	1 EMPLOYEE	

TOTAL TAX	$60.00
PREVIOUSLY PAID	$60.00
TOTAL DUE	$0.00

ROTOLO BRIAN
ROTOLO MICHAEL JOSEPH - QUALIFIER

ROTOLO CONSULTANTS INC
ROTOLO BRIAN
38001 BROWNSVILLAGE RD
SLIDELL LA 70460

189 S ORANGE AVE #1110
A - ORLANDO, 32801

PAID: $60.00 0098-01162170 7/17/2024

SCOTT RANDOLPH, TAX COLLECTOR · ORANGE COUNTY, FLORIDA ·

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

octaxcol.com | octaxcol

Sunbiz.org Division of Corporations
an official State of Florida website

Detail by Entity Name

Foreign Profit Corporation
ROTOLO CONSULTANTS, INC.

Filing Information

Document Number	F15000003548
FEI/EIN Number	72-1285520
Date Filed	08/12/2015
State	LA
Status	ACTIVE

Principal Address

38001 BROWNVILLAGE RD.
SLIDELL, LA 70460

Changed: 07/11/2024

Mailing Address

38001 BROWNVILLAGE RD.
SLIDELL, LA 70460

Changed: 07/11/2024

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 07/11/2024

Address Changed: 07/11/2024

Officer/Director Detail

Name & Address

Title President

Rotolo, Michael
38001 Brownsvillage Rd.
SLIDELL, LA 70460

Title Secretary, Treasurer

Rotolo, Brian
38001 BROWNVILLAGE RD.
SLIDELL, LA 70460

Title Director

Rotolo, Keith
38001 BROWNVILLAGE RD.
SLIDELL, LA 70460

Annual Reports

Report Year	Filed Date
2023	05/23/2023
2024	03/26/2024
2025	01/13/2025

Document Images

01/13/2025 -- ANNUAL REPORT	View image in PDF format
07/11/2024 -- Reg. Agent Change	View image in PDF format
03/26/2024 -- ANNUAL REPORT	View image in PDF format
05/23/2023 -- ANNUAL REPORT	View image in PDF format
02/22/2022 -- ANNUAL REPORT	View image in PDF format
01/25/2021 -- ANNUAL REPORT	View image in PDF format
01/24/2020 -- ANNUAL REPORT	View image in PDF format
01/03/2019 -- ANNUAL REPORT	View image in PDF format
10/10/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/19/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
07/08/2016 -- ANNUAL REPORT	View image in PDF format
08/12/2015 -- Foreign Profit	View image in PDF format

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Rotolo Consultants, Inc.

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

38001 Brownsvillage Rd.

Requester's name and address (optional)

6 City, state, and ZIP code

Slidell, LA 70460

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	2	–	1	2	8	5	5	2	0

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 Paula Rotolo Date 7/8/24

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ROTOCON-04 HHELTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2024

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 World Insurance Associates, LLC 3636 South I-10 Service Road, Suite 100 Metairie, LA 70001	CONTACT NAME: Linda Bourgeois PHONE (A/C, No, Ext): (504) 455-4545 242199 FAX (A/C, No): E-MAIL ADDRESS: lindabourgeois@worldinsurance.com
INSURED Rotolo Consultant Incorporated 38001 Brownsvillage Rd Slidell, LA 70460--4875	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Arch Specialty Insurance Company — 21199 INSURER B : Admiral Insurance Company — 24856 INSURER C : The Gray Insurance Company — 36307 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC OTHER:			ZAGLB1104200	8/31/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			ZACAT1206900	8/31/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			UX0000108201	8/31/2024	8/31/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		XSWC100094	8/31/2024	7/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis in respects to General Liability (Additional Insured Form Includes Completed Operations), Automobile Liability and Excess policies when required by written contract or agreement with a Waiver of Subrogation granted in their favor in respects to General Liability, Automobile Liability, Worker's Compensation, and Excess policies when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless the certificate holder when required by written contract. Auto Physical Damage is included on the auto policy referenced above with a $5,000 physical damage deductible.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

**** SAMPLE ****

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

Alfredo / Ellsworth

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: ROTOCON-04 HHELTON

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
World Insurance Associates, LLC	Rotolo Consultant Incorporated 38001 Brownsvillage Rd Slidell, LA 70460--4875 Saint Tammany
POLICY NUMBER SEE PAGE 1	
CARRIER SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Subject to policy terms, conditions and exclusions; 30 Day Notice of Cancellation shall be given in respects to General Liability, Auto Liability and Workers Compensation and Excess policies referenced above.

Blanket Alternate Employer is included on the Worker's Compensation policy when required by written contract or agreement.

WORKERS COMPENSATION COVERAGE FOR OTHER STATES:
FLORIDA
Applies Per Statue - Includes Waiver of Subrogation to certificate holder when required by written contract
Policy No: GWC100445
Carrier: The Gray Insurance Company
Policy Dates: 8/31/24-7/1/2025
E.L. EACH ACCIDENT - $1,000,000
E.L. DISEASE - EA EMPLOYEE - $1,000,000
E.L. DISEASE - POLICY LIMIT - $1,000,000

ALABAMA, KANSAS, MISSISSIPPI, NEW MEXICO, OKLAHOMA, TENNESSEE, TEXAS
Applies Per Statue - Includes Waiver of Subrogation and 30 day Notice of Cancellation to certificate holder when required by written contract
Policy No: GWC100177
Carrier: The Gray Insurance Company
Policy Dates: 8/31/2024-7/1/2025
E.L. EACH ACCIDENT - $1,000,000
E.L. DISEASE - EA EMPLOYEE - $1,000,000
E.L. DISEASE - POLICY LIMIT - $1,000,000

Excess Policies are follow form in respects to General Liability, Auto Liability and Workers Compensation.

$5M Excess/ Umbrella shares combination of:
Allied World Assurance Company
Landmark American Insurance Company
Amiral Insurance Company

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ROTOCON-04 LBOURGEOIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/26/2024

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: Linda Bourgeois
World Insurance Associates, LLC 3636 South I-10 Service Road, Suite 100 Metairie, LA 70001	PHONE (A/C, No, Ext): (504) 455-4545 242199 FAX (A/C, No):
	E-MAIL ADDRESS: lindabourgeois@worldinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Specialty Insurance Company	21199
INSURER B : Admiral Insurance Company	24856
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Rotolo Consultant Incorporated
38001 Brownsvillage Rd
Slidell, LA 70460--4875

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZAGLB1104201	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ZACAT1206901	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			UX0000108201	8/31/2024	8/31/2025	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, conditions and exclusions; the certificate holder shall be included in blanket Additional Insured endorsement on a Primary and Non-Contributory basis in respects to General Liability (Additional Insured Form Includes Completed Operations), Automobile Liability and Excess policies when required by written contract or agreement including a blanket Waiver of Subrogation in respects to General Liability, and Automobile Liability, and Subject to policy terms, conditions and exclusions; 30 Day Notice of Cancellation shall be given in respects to General Liability, Auto Liability and Excess policies referenced above.

Auto Physical Damage is included on the auto policy referenced above with a $500 physical damage deductible.
SEE ATTACHED ACORD 101

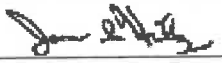
CERTIFICATE HOLDER

**** SAMPLE ****

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



ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: ROTOCON-04 LBOURGEOIS

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
World Insurance Associates, LLC	Rotolo Consultant Incorporated 38001 Brownsvillage Rd Slidell, LA 70460--4875 Saint Tammany
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Excess Policies are follow form in respects to General Liability, Auto Liability and Workers Compensation.

$5M Excess/ Umbrella shares combination of:
Allied World Assurance Company
Landmark American Insurance Company
Admiral Insurance Company

ACORD 101 (2008/01)

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EXHIBIT C
HUMAN TRAFFICKING AFFIDAVIT

CITY OF KISSIMMEE 1883

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

Rotolo Consultants, Inc. does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Brian Rotolo

Title of Contractor's Authorized Representative: Chief Financial Officer

Signature of Contractor's Authorized Representative:

Date: 5/14/25

Est. 07.15.2024

ITEM 7.E
Sponsorship donation from AdventHealth

Request

Approval to accept sponsorship donation from AdventHealth, City Contract #20250297, for the 2025 Special Event Festival Series in the amount of $7,500.

Explanation

The Parks and Recreation Department sent out a request for information (RFI) on April 16, 2025 through the Procurement Division for any individual, business or organization wishing to be a sponsor for the 2025 Special Event Series with the City of Kissimmee. Through that advertisement, the City received a sponsorship proposal in the amount of $7,500 from AdventHealth. This sponsorship will provide funding specifically for Monumental 4th of July.

These funds will allow the City of Kissimmee Parks and Recreation Department to host and promote a higher-quality event that creates leisure experiences designed to enhance the quality of life for the City's residents and visitors. In exchange, AdventHealth will be listed as a sponsor in promotional materials and event advertisements. Staff recommend accepting this sponsorship from AdventHealth, amending the budget accordingly and allowing the Department Director to sign any agreements, documents or amendments regarding AdventHealth's sponsorship for 2025. City's legal department has reviewed and approved the contract.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150663-505252 00100366-366001		Increase Increase		$7,500 $7,500

Financial Summary:

Amend the budget accordingly in Revenue and Expense accounts.

Recommendation

Accept sponsorship donation from AdventHealth for the 2025 Special Event Festival Series.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

City of Kissimmee

Attachment(s):

1. (S) AdventHealth 2025 Sponsorship

SPONSORSHIP AGREEMENT
BETWEEN CITY OF KISSIMMEE
AND ADVENTHEALTH

THIS AGREEMENT is made this 6th day of June, 2025 by and between the **CITY OF KISSIMMEE,** a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741 referred to as "CITY" and AdventHealth, whose address is AdventHealth Kissimmee C/O BU-30000 OU-3000 Dept-674300, 2450 N Orange Blossom Trail, Kissimmee, FL 34744, hereinafter referred to as "SPONSOR," collectively hereinafter referred to as the "Parties," and each represents as follows:

WITNESSETH

WHEREAS, CITY published RFI on April 16, 2025 seeking sponsors for the 2025 festivals and events held at the Kissimmee Lakefront Park and Kissimmee Civic Center (hereinafter "RFI"); and

WHEREAS, CITY selected SPONSOR's response to RFI in accordance with CITY Policy 504, Event and Program Sponsorships; and

WHEREAS, the Parties desire to enter into a sponsorship agreement for the Monumental Fourth of July event (hereinafter "Agreement"); and

WHEREAS, the Parties value this Agreement at $7,500; and

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which are 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 begins on the date of execution of the last party to this Agreement and ends at the conclusion of the 2025 edition of the City's Monumental 4th of July event. SPONSOR shall have a right of first refusal to renew this Agreement for the 2026 editions of the City's Monumental Fourth of July event. SPONSOR shall exercise its option to renew this Agreement for one (1) additional year by January 5, 2026.

3. **SPONSOR RESPONSIBILITIES:**

   A. Pay $7,500 to CITY on or before June 5, 2025 in consideration for a "Monumental Music Sponsorship" for the CITY's Monumental Fourth of July Event. CITY will send an invoice to SPONSOR on or before July 1, 2025.

4. **CITY RESPONSIBILITIES FOR MONUMENTAL FOURTH OF JULY EVENT:**

A. Display SPONSOR's branding placed on main performance stage featuring live music performances.

B. Include SPONSOR'S logo on flyers, save the dates, and website postings related to CITY's Monumental Fourth of July Event.

C. Mention SPONSOR during any radio advertisement related to CITY's Monumental Fourth of July Event.

D. Provide SPONSOR with a designated space for advertising and marketing purposes at CITY'S Monumental Fourth of July Event. SPONSOR can provide branded items to be given away at the event.

E. Provide SPONSOR with five (5) business days to approve any use of SPONSOR'S branding or logo and any reference to SPONSOR in any radio advertisement or social media communication related to CITY'S Monumental Fourth of July Event.

F. Provide SPONSOR the ability to make one (1) live prerecorded announcement on stage during the event, weather permitting. The statement and the time given must be agreed upon by CITY and SPONSOR. Statement must be preapproved and provided three (3) or more days prior to the event.

G. Include live prerecorded mentions of SPONSOR from the stage on the day of the event.

H. Provide a family-friendly engagement activity on the Veterans Lawn during the event. Said activity shall be branded as "brought to you by AdventHealth". CITY shall use sponsorship dollars to contract said engagement activity.

I. SPONSOR shall be the exclusive Hospital provider sponsor at this sponsorship level for the 2025 event.

5. **TERMINATION FOR CAUSE.** Either Party may terminate this Agreement for cause in the event of any breach by the other party of the conditions set forth in this Agreement, including any non-performance of duties, a Party's Designated Representative may send a certified letter to the other party requesting that other party show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the Party seeking termination within fifteen (15) days of the receipt by the other party of said show cause notice, the Party seeking termination may consider the other party to be in default and may immediately terminate this Agreement.

6. **TERMINATION FOR CONVENIENCE.** The Parties reserve the right to terminate the Agreement in whole or in part, by giving the other party written notice at least thirty (30) days prior to effective date of termination. All other rights and duties of the parties under the Agreement shall continue during such notice period, and Parties shall continue to be responsible to the other party for any obligation to the extent such responsibility has not been excused by breach or default the other party.

7. **INDEMNIFICATION.** To the extent permitted by law, SPONSOR hereby releases and waives all claims against CITY, its officers, employees, agents, independent contractors for any injury or damaged to the person, property, or business of SPONSOR agents, employees, or other persons, for which injury or damaged results from any act, neglect, occurrence stemming from SPONSOR's performance of the AGREEMENT. Nothing in the agreement shall be construed as a waiver of CITY'S statutory sovereign immunity pursuant to Section 768.28, Florida Statutes. SPONSOR agrees to indemnify and hold harmless CITY, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from SPONSOR performance of the Agreement or any breach or default of SPONSOR. This provision shall remain in effect even after the termination of the Agreement.

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

9. **NONASSIGNMENT.** SPONSOR shall not, without prior consent of CITY, assign this Agreement or any portion hereof. Any unauthorized assignment shall be void, and shall terminate the Agreement at CITY'S option. SPONSOR'S interest in this Agreement is not assignable by operation of law.

10. **APPLICABLE LAWS.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida.

11. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** It is mutually agreed by the parties that each do hereby waive the right to a jury trial in any action, proceeding, claim or counterclaim which may be brought by either of the parties hereto against the other on any matter concerning or arising out of this Agreement. Venue shall be Osceola County, Florida. Each party waives the right to attorney's fees in any action to enforce this Agreement.

12. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this

Agreement shall constitute a waiver of any such term, right, or remedy CITY may have, or future rights to enforce compliance.

13. **NOTICES.** CITY designates the Department Head of the Parks and Recreation Department to represent CITY in all matters pertaining to and arising from the work and performance of this Agreement. Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to City: Attention: Director, Parks and Recreation Department City of Kissimmee 101 Church Street Kissimmee, Florida 34741	Notice to SPONSOR: Attention: Jaeann Ashton, Executive Director Community Engagement Advent Health Kissimmee FL, 34744 With a copy to: Advent Health 900 Hope Way Altamonte Springs, FL 32714 Attn: Legal Dept.

14. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

15. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

16. **BINDING.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

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

18. **PUBLIC RECORDS.** SPONSOR 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, SPONSOR shall keep and maintain public records required by the City to perform the service.

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

a. If the City's Custodian of Records requests records from SPONSOR, SPONSOR 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. SPONSOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the SPONSOR does not transfer the records to the City.

c. Upon completion of the Agreement, SPONSOR shall transfer, at no cost, to the City all public records in possession of SPONSOR or keep and maintain public records required by the City to perform the service. If SPONSOR transfers all public records to the City upon completion of the Agreement, SPONSOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SPONSOR keeps and maintains public records upon completion of the Agreement, SPONSOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Agreement.

d. Upon notice to SPONSOR of a request to inspect or copy public records relating to a City Agreement, SPONSOR shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

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

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

19. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

20. **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 regulations at all times.

21. **FORCE MAJEURE.** Neither Party shall be responsible for cancellations or delays to City's Monumental Fourth of July event caused by Force Majeure or other events beyond the control of the other Party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of or failure to obtain permits, unavailability of labor, materials, fuel or services; court orders; acts of God; acts, orders, laws or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure cancel the City's Monumental Fourth of July event, SPONSOR shall receive a fifty (50) percent refund of any monies paid in consideration for sponsorship rights for the event which was cancelled.

[SIGNATURES ON FOLLOWING PAGE.]

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

By: Samantha Giel
SPONSOR

Date: 6/6/2025

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 6th day of June, 2025, by means of ☑ physical presence or ☐ online notarization by Samantha Giel as _____ _____ for _____, a Florida corporation, who is ☐ personally known to me or has ☑ produced the following identification: FL Lic# G400 796 97 220.

Notary Seal:

TERRY SMALL
Notary Public
State of Florida
Comm# HH373454
Expires 3/14/2027

Notary: _____
Print Name: Terry Small
My Commission Expires: 3-14-27

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

ITEM 7.F
Resolution approving an affordable housing development consistent with Florida Statutes 166.04151(6).

Request

Approval of a Resolution approving an affordable housing development consistent with Florida Statutes 166.04151(6).

Explanation

The Florida Live Local Act, Section 166.04151, Florida Statutes (2024), authorizes local governments to approve the development of housing that is affordable, including, but not limited to, residential developments, on parcels zoned for commercial or industrial uses, provided at a minimum of 10 percent of the anticipated units are qualified as affordable under Section 420. 0004, Florida Statutes. Simpson Crossings, Ltd. ("Simpson") proposes to develop a multifamily rental community with 118 affordable residential units, without a mixed-use component (the "Project"), on a 6.7-acre parcel located generally at the intersection of Buenaventura Blvd and Simpson Road. The Project consists of thirty (30) one-bedroom/one-bath, seventy-five (75) two-bedrooms/two-baths and thirteen (13) three-bedroom/three-bath units to be constructed in four residential building structures. Simpson has committed 18 units at 30% AMI, 1 unit at 50% AMI, 44 units at 60% AMI and 55 units at 70% AMI. 50% of the total units will be set aside for Persons with Special Needs. Further, Simpson has committed to an Affordability Period of 50 years. The Florida Housing Finance Corporation has invested $3,874,476.00 to the development of this Project and Simpson is bound to the terms of the 2025 Carryover Allocation Agreement executed on March 6, 2025. The Project received DRC approval for final site plan on April 1, 2025 (SP-24-0041).

The affected property is currently zoned General Commercial (B-3) with an underlying future land use of Commercial. This Resolution authorizes Simpson to develop the Project consistent with Section 166.04151(6), Florida Statutes (2024), permitting development of affordable housing on parcels zoned for commercial or industrial uses, subject to the requirements in Section 420.0004, Florida Statutes (2024). Pursuant to both requirements, Simpson has met the standards required by law.

Recommendation

Approval of a Resolution approving an affordable housing development consistent with Florida Statutes 166.04151(6).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney
Presenter:

Attachment(s):
1. (S) Resolution No. 25-XXX (Simpson Crossings -- Live Local Act) (1)
2. FHFC 2025 Carryover Allocation Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, APPROVING AN AFFORDABLE HOUSING DEVELOPMENT CONSISTENT WITH FLORIDA STATUTES SECTION 166.04151(6); PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Live Local Act, Section 166.04151, Florida Statutes (2024), authorizes local governments to approve the development of housing that is affordable including, but not limited to, a residential development, on any parcel zoned for commercial or industrial use, so long as at least 10 percent of the units included are for housing that is affordable; and

WHEREAS, Simpson Crossings, Ltd. ("Simpson") proposes to develop a multifamily rental community with 118 affordable residential units, without a mixed-use component (the "Project"), on a 6.7-acre parcel located generally at the intersection of Buenaventura Blvd and Simpson Road (Parcel ID# 08-25-30-00U0-0130-0000) as described on Exhibit "A" attached hereto; and

WHEREAS, the property is zoned General Commercial (B-3) with an underlying future land use of Commercial; and

WHEREAS, Simpson has submitted a site plan of the Project for review and approval, assigned reference number SP-24-0041 by the City of Kissimmee; and

WHEREAS, Simpson is seeking City of Kissimmee approval to develop the site based on the provisions of Section 166.04151(6) Florida Statutes (2024), which allows for the development of affordable housing on parcels of land that are zoned for commercial or industrial use, subject to the requirements in Section 420.0004, Florida Statutes (2024); and

WHEREAS, under Sections 166.04151(6) and 420.0004, Florida Statutes (2024), Simpson must ensure that at least 10% of the residential units are affordable and Simpson has advised City staff that it will meet this requirement by restricting all the units within the development to those who are qualified as low-income (one or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 80% of the area median income); and

WHEREAS, Simpson agrees to be bound by the provisions related to income and rent limits set forth in the Florida Housing Finance Corporation 2025 Carryover Allocation Agreement by and between Simpson and Florida Housing Finance Corp. dated March 6, 2025, as may be amended, consistent with the requirements of Sections 166.04151(6) and 420.0004, Florida Statutes (2024).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA:

SECTION 1. That the recitals set forth above are true and correct and are incorporated in this Resolution.

SECTION 2. That the City Commission of the City of Kissimmee, Florida, hereby approves the Project consistent with the requirements of Sections 166.04151(6) and 420.0004, Florida Statutes (2024).

SECTION 3. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

SECTION 5. This Resolution shall be in full force and effect upon final passage and adoption.

ADOPTED THIS ___ DAY OF _____, 2025.

Mayor
JACKIE ESPINOSA

ATTEST:

City Clerk
TAMEARA CRESPO

APPROVED AS TO FORM
AND CORRECTNESS

City Attorney
OLGA SANCHEZ DE FUENTES

Exhibit “A”

Legal Description

The Southerly 330 feet of the SE ¼ of the SW ¼ and the Southerly 330 feet of that part of the SW ¼ of the SW ¼ lying East of the Road called Boggy Creek Road, all being in the Section 8, Township 25 South, Range 30 East, Osceola County, Florida.

Less: Beginning at a Point, 12.08 feet, North 89° 59’50” West of the Northwest corner of Tract A of Greenville Estates, as recorded in Plat Book 2, Page 159, of the Public Records of Osceola County, Florida, said point being on the Easterly Right of Way line of State Road 530, run South 89° 59’50” East, along the South line of Section 8, Township 25 South, Range 30 East, 771.80 feet; run thence North 00° 00’14” East, 330 feet; run thence North 89° 59’50” West, 548.20 feet to the Easterly Right of Way of State Road No. 530; run thence South 34° 07’28” West to the Point of Beginning.

Parcel ID Number: 08-25-30-00U0-0130-0000

FLORIDA HOUSING FINANCE CORPORATION
2025 CARRYOVER ALLOCATION AGREEMENT

This 2025 Carryover Allocation Agreement (Agreement) by and between Florida Housing Finance Corporation (Florida Housing) and Simpson Crossings, Ltd. (Owner) constitutes an allocation of the 2025 Housing Credit dollar amount meeting the requirements of Section 42(h)(1)(E) and (F) of the Internal Revenue Code of 1986 as amended (Code). Unless otherwise specifically provided, this Agreement and the terms used herein shall be interpreted in a manner consistent with the requirements of Section 42 of the Code.

In consideration of the conditions and obligations stated in this Agreement, Florida Housing and the Owner understand and agree as follows:

1 Florida Housing has reviewed Request for Applications RFA 2024-201 (RFA) filed by the Owner of Simpson Crossings (Development). Based on the evaluation of the Development identified in the RFA, and the market study and credit underwriting analysis, Florida Housing and the Owner incorporate, by reference, the RFA into this Agreement.

2 The Owner acknowledges that all the terms, conditions, obligations, and deadlines set forth in this Agreement, the RFA and the attached Exhibits, together with those that are incorporated by reference, constitute material and necessary conditions of this Agreement, and that the Owner's failure to comply with any of such terms and conditions shall entitle Florida Housing, at its sole discretion, to deem the credit allocation to be cancelled. After any such cancellation, the Owner acknowledges that neither it, nor its successors in interest to the Development, shall have any right to claim Housing Credits pursuant to this allocation. Florida Housing reserves the right, at its sole discretion, to modify and/or waive any such failed condition precedent.

3 This 2025 Housing Credit allocation is not to exceed an annual amount of $3,195,000.00 for the Development. Florida Housing Finance Corporation reserves the right to amend this Carryover Allocation Agreement when the final credit underwriting report is issued. If the final report recommends a lesser amount of housing credits, this agreement may be amended to reflect the lesser amount.

Costs will be further examined at the time of the Cost Certification. If the carryover housing credit allocation exceeds the amount for which the Development is determined by Florida Housing to be finally eligible, pursuant to Section 42(m)(2) of the Code, the amount of any such excess shall be returned to and recovered by Florida Housing.

If the Development consists of more than one building, this Agreement constitutes an allocation of credit on a project basis to the Development in accordance with Section 42(h)(1)(F) of the Code. The address(es) of the building(s) in the Development should be listed on **Exhibit A**, the Building Information Breakdown.

This allocation is expressly conditioned upon satisfaction of the requirements of Section 42(h)(1)(E) of the Code and upon the terms and conditions of this Agreement.

4 The Owner certifies it is the legal owner of the Development and that the following information is true, accurate, and complete:

a. Owner Name: Simpson Crossings, Ltd.

b. Taxpayer Federal ID#: 99-3112465

c. Owner Address: 3050 Biscayne Boulevard, Suite 300
Miami, FL 33137

d. Development Name: Simpson Crossings

e. Development Address: East side of Simpson Rd., 1,050 ft. East of the Intersection of Buenaventura Blvd. & Simpson Rd

Kissimmee, FL 34744

f. Florida Housing Development Number: 2025-025C

g. Total Number of Units in Development: 118
(Includes market rate units, set-aside units, and full-time employee units.)

h. Total Number of Qualified Residential Buildings: 4
(as defined at Section 42(h)(1)(E)(ii) of the Code)

i. Type of Construction: New Construction

j. Demographic/Designation: Family

k. Basis Boost: SADDA
LGAO

l. Minimum Set-Aside: Average Income Test

m. Total Set-Aside:

Percentage of Units	Number of Units	AMI %
15.254%	18	30%
0.847%	1	50%
37.288%	44	60%
46.610%	55	70%

50% of the ELI units will be set-aside for Persons with Special Needs

n. Extended Use Period: The Owner has irrevocably waived the "option to convert" to market rents after year 14 and FURTHER COMMITS to an additional compliance period of 35 years (15 years plus 35 additional years totaling 50 years).

o. Development Features and Amenities: The Development will be constructed or rehabilitated in accordance with the RFA and shall provide at a minimum the Features, Amenities and Programs described in **Exhibit B**. After execution of this Agreement and prior to the effective date of the Extended Use Agreement, any proposed revisions to **Exhibit B** shall require the review of Florida Housing staff, and if necessary, its credit underwriters. A $500 non-refundable processing fee will be required for each revision requested after a final credit underwriting report has been issued.

5 a. Site Control:

(i) The Owner shall demonstrate to Florida Housing that it has satisfied the requirement of site control by including a copy of the recorded deed and closing statements, or a copy of the executed long term lease agreement, together with such other evidence or documentation that Florida Housing shall deem necessary. These documents are to be incorporated into the Agreement as an attachment to the Development's Legal Description, **Exhibit C.**

In addition, on or before 5:00 pm, March 10, 2025, the Applicant must submit a signed affidavit with the site control documents, if applicable, stating that the development site and Development Location Point remain the same as stated in the Applicant's Application. If at any time prior to issuance of 8609s, the legal description of the development site has changed, the Applicant will be charged a $100 non-refundable processing fee and must notify FHFC Housing Credit staff of the change in writing. The notice of change to the development site must explain the reason for the change and must be accompanied by an affidavit from a Florida licensed surveyor certifying that the proposed legal description represents the same site as the original legal description. In addition, if at any time prior to issuance of 8609s, the development site has changed (e.g., the site has increased or decreased in size, easements or deed restrictions have changed or been added, etc.), the Applicant will be charged a $500 non-refundable processing fee and must notify FHFC Housing Credit staff of the change in writing. The notice of change to the development site must explain the reason for the change and, must be accompanied by an affidavit from a Florida licensed surveyor certifying that the Development Location Point has not moved, and must include evidence, either from a Florida licensed surveyor or a local zoning authority, that the change in the development site has not affected any zoning requirements.

(ii) To meet the Site Control requirement, the Owner certifies to Florida Housing that it owns the land on which the Development is to be built, or that the Owner is the Lessee under a lease of the land on which the Development is to be built and which has a term that does not expire prior to the expiration of the Extended Use Period.

Site Control Election:

Owner shall initial only one of the following:

I elect to meet the Site Control requirement,

_____ upon the initial submission of this Agreement

or

_____ on or before December 31, 2025

In choosing this election, the Owner agrees to provide evidence of meeting the requirement as a supplement to the original Carryover Allocation Agreement without amending the original document. If you are unable to meet the deadline, you may request a one-time extension to Florida Housing on or before 5:00 pm, December 31, 2025. Provided that an extension is granted, there will be a $5,000 non-refundable processing fee.

b. Cost Basis and Certification:

The Owner certifies that it shall incur at least 10 percent of the reasonably expected basis (10% test) of the Development on or before December 31, 2025. The Owner shall indicate below whether it chooses to provide evidence that the 10% test has been met upon the initial submission of this Agreement or by December 31, 2025.

The Owner represents that its reasonably expected basis in the development (land and depreciable basis) as of December 31, 2027 is $ 38,744,760, such that for purposes of the 10% test, it must have a basis in the Development (land and depreciable basis) of at least $ 3,874,476 on or before December 31, 2025.

Cost Basis and Certification Election:

Owner shall initial only one of the following:

I elect to meet the 10% test requirement,

_____ upon the initial submission of this Agreement

or

_____ on or before December 31, 2025

In choosing this election, the Owner agrees to provide an updated Exhibit D as evidence of meeting the 10% requirement. This will be a supplement to the original Carryover Allocation Agreement without amending the original document. **If you are unable to meet the deadline, you may request a one-time extension to Florida Housing on or before 5:00 pm, December 31, 2025. Provided that an extension is granted, there will be a $5,000 non-refundable processing fee.**

The Owner shall submit the properly completed and executed **Exhibit D** as evidence that it has or has not met the 10% test requirement.

Florida Housing's acceptance of any certification with respect to meeting the 10% test requirement, does not constitute a representation as to the satisfaction of the requirements under Section 42(h)(1)(E) of the Code as binding on the part of the Internal Revenue Service.

6 The Owner acknowledges that all qualified buildings within the Development shall be placed in service on or before December 31, 2027. The final tax credit determination by Florida Housing cannot be made until such time as all buildings are placed in-service and the required Final Cost Certification has been submitted and approved by Florida Housing. Florida Housing shall not issue any partial final allocations.

7 The Owner acknowledges and agrees to submit to Florida Housing, in accordance with Rule Chapter 67-48, Florida Administrative Code: (i) the completed and required Progress Report Form Q/M Report evidencing the progress of the Development by the 15th day of the month following the end of each calendar quarter, and (ii) the completed and required Final Cost Certification documents by the date that is 90 calendar days after all the buildings in the Development have been placed in service, unless an extension is granted. If a Progress Report extension is granted by Florida Housing, a non-refundable processing fee of $500 shall be charged to the Owner. If a Final Cost Certification extension is granted by Florida Housing, a non-refundable processing fee of $1,000 shall be charged to the Owner.

In addition, the Owner acknowledges and agrees to commence construction on or before December 31, 2025. As proof thereof the Owner shall deliver to Florida Housing, on or before December 31, 2025, a copy of the recorded Notice of Commencement from the Official Records of the applicable jurisdiction(s) relative to the subject Development. If you are unable to meet this deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of $10,000 shall be charged to the Owner.

The Credit Underwriting Report must be submitted no later than December 31, 2025. If you are unable to meet this deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of $5,000 shall be charged to the Owner.

Florida Housing will require the Owner to acknowledge and agree to close its tax credit partnership on or before December 31, 2025. As proof thereof, the Owner shall deliver to Florida Housing, on or before December 31, 2025, a copy of its closed and executed partnership agreement. If you are unable to meet this deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of $10,000 shall be charged to the Owner.

The Owner acknowledges and agrees to develop and execute a Memorandum of Understanding, with at least one designated Special Needs Referral Agency by December 31, 2025. As proof thereof, the Owner shall deliver to Florida Housing, on or before December 31, 2025 a copy of the fully executed Memorandum of Understanding. If you are unable to meet the deadline, you may request an extension to Florida Housing. If an extension is granted, a non-refundable processing fee of $5,000 shall be charged to the Owner.

In the event the Owner fails to comply with the above requirements, the Housing Credits allocated within this Agreement shall be deemed returned to Florida Housing pursuant to Section 42 (h)(3)(C) of the Code. Florida Housing, in its sole and absolute discretion, may extend the time for compliance with these requirements upon receipt of a written request from the Owner and if Florida Housing determines that the Owner is making a diligent effort to comply.

8 A non-refundable administrative fee that is stated in the Preliminary Allocation Certificate must be paid to Florida Housing Finance Corporation by March 10, 2025. In the event the Owner fails to pay the above-referenced administrative fee on or before 5:00 pm, March 10, 2025, the Housing Credits allocated within this Agreement shall be deemed returned to Florida Housing pursuant to Section 42 (h)(3)(C) of the Code.

9 Pursuant to Rule Chapter 67-53, the Owner shall coordinate with the Development's assigned servicer, listed below, to have at least four on-site construction inspections at the Owner's expense. The Owner shall insure that these inspections are conducted at different intervals during the construction period with one of the inspections conducted prior to the Development being 15% complete and one inspection conducted at construction completion.

Assigned Servicer: **Seltzer Management Group, Inc.**

10 The Owner acknowledges and agrees that Florida Housing shall further evaluate the Development, pursuant to Section 42(m)(2) of the Code for a final housing credit allocation determination upon Final Cost Certification, when all buildings in the Development are placed in service.

The Owner further acknowledges and agrees that, if the carryover housing credit allocation dollar amount, set forth in paragraph 3 of this Agreement, exceeds the amount for which the Development is determined by Florida Housing to be finally eligible, pursuant to Section 42(m)(2) of the Code, the amount of any such excess shall be returned to and recovered by Florida Housing pursuant to Section 42(h)(3)(C) of the Code for reallocation as per the 2024 Qualified Allocation Plan.

11 Upon the Owner's written notification to Florida Housing that the last building in the Development is placed in service, Florida Housing's receipt of evidence that all contingency items identified in the Credit Underwriting Report and this Agreement have been satisfied, and acceptance by Florida Housing of the Final Cost Certification documents which include but are not limited to:

- the Final Cost Certification
- the monitoring fee
- documentation of the place-in-service date
- a copy of the Syndication Agreement disclosing the rate and all terms
- the required certified public accountant opinion letter
- an unmodified audit report prepared by an independent certified public accountant
- photographs of the completed development
- executed Extended Low-Income Housing Agreement
- IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries if requested by the Corporation

Florida Housing shall issue an Internal Revenue Service Form 8609 for each building, in accordance with the applicable federal law governing Housing Credit allocation under Section 42 of the Code and Florida Housing program rules. The Extended Low-Income Housing Agreement, with respect to the Development, shall, incorporate the terms, conditions, and obligations undertaken by the Owner pursuant to paragraph 4 of this Agreement.

12 This Agreement does not in any way constitute a representation, warranty, guaranty, advice, or suggestion by Florida Housing as to the qualification of the Development for Housing Credits, or the financial feasibility, or viability of the Development. The Agreement shall not be relied on as such by any owner, developer, investor, tenant, lender or other person or entity for any reason.

If and to the extent that the allocation made pursuant to this Agreement is determined to be invalid, due to an error made by Florida Housing in determining its Housing Credit dollar amount for calendar year 2025, this Agreement shall be deemed to constitute a binding commitment on behalf of Florida Housing to allocate an equal amount of Housing Credits from its future Housing Credit Allocation Authority to the extent allowed by Section 42 of the Code. Such binding commitment shall, in all respects, be subject to the terms and conditions of this Agreement.

13 The Owner acknowledges and agrees to notify Florida Housing, in writing, in the event of a sale, transfer, or change in ownership of the Development in accordance with Rule Chapter 67-48, Florida Administrative Code.

14 Amendments to this document may be made by Florida Housing only upon written request from the Owner and as Florida Housing deems necessary.

15 The date of this Agreement is the date it is executed on behalf of Florida Housing as shown on the execution page hereto.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGES TO FOLLOW)

--OWNER--

Acknowledged, agreed and accepted:

Owner: Simpson Crossings, Ltd.

By: _____
Signature

Francisco Rojo
Typed or Printed Name

Title: Sole Member/Manager of Simpson Crossings GP, LLC, its General Partner

Address: 3050 Biscayne Boulevard, Suite #300, Miami, FL 33137

Date: 3/6/2025

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this **6th** day of **March,** 2025, by **Francisco Rojo,** as **Sole Member/Manager**, of **Simpson Crossings GP, LLC**, a Florida **limited liability company**, on behalf of the limited partnership. Said person is *(check one)* ☒ personally known to me or ☐ has produced a valid driver's license as identification.

[Notary Seal]

JUSTIN R. GILBERT
MY COMMISSION EXPIRES NOVEMBER 1, 2025
#HH 193445
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

_____
Signature of person taking acknowledgment
Name (typed, printed or stamped) Justin R. Gilbert
Title or Rank: N/A
Serial number (if any): #HH193445

--FLORIDA HOUSING--

FLORIDA HOUSING FINANCE CORPORATION
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329

By its execution of this Agreement, and based on the foregoing representations and obligations, Florida Housing issues to the Owner a Carryover Allocation of 2025 housing credits pursuant to Section 42(h)(1)(E) and (F) of the Internal Revenue Code, as amended, subject to the conditions elsewhere in this Agreement. FLORIDA HOUSING HAS RELIED UPON INFORMATION SUBMITTED TO IT BY THE DEVELOPMENT OWNER IN ISSUING THIS CARRYOVER ALLOCATION. FLORIDA HOUSING MAKES NO REPRESENTATIONS OR GUARANTEES THAT THE OWNER IS ELIGIBLE TO RECEIVE THE CREDIT STATED HEREIN. THE INTERNAL REVENUE SERVICE DETERMINES TAXPAYER ELIGIBILITY.

Melissa Levy Date: 3/6/25
Melissa Levy, Managing Director of Multifamily Programs

Florida Housing Tax Identification Number: 59-3451366

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6th day of March, 2025, by Melissa Levy, as Managing Director of Multifamily Programs, of FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of Florida Housing. Said person is (check one) ☑ personally known to me or ☐ has produced a valid driver's license as identification.

Sarah R. Garner
Notary Public
Name (typed, printed or stamped)_____
Title or Rank:_____
Serial number (if any):_____

[Notary Seal]

SARAH R. GARNER
Commission # HH 223566
Expires February 2, 2026

EXHIBIT A

BUILDING BY BUILDING BREAKDOWN

PROJECT NAME: Simpson Crossings FILE NUMBER: 2025-025C

PROJECT ADDRESS: East side of Simpson Rd., 1,050 ft. East of the Intersection of Buenaventura Blvd. & Simpson Rd

CITY, STATE, ZIP: Kissimmee FL 34744

BIN NUMBER (FHFC PROVIDES)	INDIVIDUAL BUILDING ADDRESS AND ZIP CODE OR SITE DESCRIPTION (AS APPLICABLE)		Expected PIS Date
FL25-02501	East side of Simpson Rd., 1,050 ft. East of the Intersection of Buenaventura Blvd. & Simpson Rd.,Building 1	34744	12/31/2027
FL25-02502	East side of Simpson Rd., 1,050 ft. East of the Intersection of Buenaventura Blvd. & Simpson Rd., Building 2	34744	12/31/2027
FL25-02503	East side of Simpson Rd., 1,050 ft. East of the Intersection of Buenaventura Blvd. & Simpson Rd., Building 3	34744	12/31/2027
FL25-02504	East side of Simpson Rd., 1,050 ft. East of the Intersection of Buenaventura Blvd. & Simpson Rd.., Building 4	34744	12/31/2027

ALTHOUGH CARRYOVER ALLOCATIONS ARE PROJECT-BASED, THIS BREAKDOWN IS REQUIRED FOR THE ASSIGNMENT OF BIN NUMBERS. THE PER-BUILDING CREDIT ALLOCATION IS NOT BINDING AT THE TIME OF FINAL ALLOCATION.

EXHIBIT "B"
RFA 2024-201
(SIMPSON CROSSINGS / 2025-025C)
DESCRIPTION OF FEATURES AND AMENITIES

The Development will consist of:

118 apartment units located in 4 garden residential buildings.

Unit Mix:

Thirty (30) one bedroom/one bathroom units;

Seventy-five (75) two bedroom/two bathroom units; and

Thirteen (13) three bedroom/two bathroom units.

118 Total Units

All units are expected to meet all requirements as outlined below. If the proposed Development consists of rehabilitation, the proposed Development's ability to provide all construction features will be confirmed as outlined in Exhibit F of the RFA. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors.

a. Federal Requirements and State Building Code Requirements for all Developments

All proposed Developments must meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations and rules:

- Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes;
- The Fair Housing Act as implemented by 24 CFR 100;
- Section 504 of the Rehabilitation Act of 1973*; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35.

*All Developments must comply with Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8 ("Section 504 and its related regulations"). All Developments must meet accessibility standards of Section 504. Section 504 accessibility standards require a minimum of 5 percent of the total dwelling units, but not fewer than one unit, to be accessible for individuals with mobility impairments. An additional 2 percent of the total units, but not fewer than one unit, must be accessible for persons with hearing or vision impairments. All of the accessible units must be equally distributed among different unit sizes and Development types and must be dispersed on all accessible routes throughout the Development.

To the extent that a Development is not otherwise subject to Section 504 and its related regulations, the Development shall nevertheless comply with Section 504 and its related regulations as requirements of the Corporation funding program to the same extent as if the Development were subject to Section 504 and its related regulations in all respects. To that end, all Corporation funding shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 and its related regulations for all Developments.

EXHIBIT "B"
RFA 2024-201
(SIMPSON CROSSINGS / 2025-025C)
DESCRIPTION OF FEATURES AND AMENITIES

b. General Features

The Development will provide the following General Features:

- Broadband infrastructure which includes cables, fiber optics, wiring, or other infrastructure, as long as the installation results in at least 100 Mbps download and 20 Mbps upload accessibility in each unit;
- Termite prevention;
- Pest control;
- Window covering for each window and glass door inside each unit;
- Wireless, cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV;
- Washer and dryer hook ups in each of the Development's units or an on-site laundry facility open 7 days a week for resident use. If the proposed Development will have an on-site laundry facility, the following requirements must be met:
  - There must be a minimum of one Energy Star certified washer and one Energy Star certified or commercial grade dryer per every 15 units. To determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Development's units by 15, and then round the equation's total up to the nearest whole number;
  - At least one washing machine and one dryer shall be front loading that meets the accessibility standards of Section 504;
  - If the proposed Development consists of Scattered Sites, the laundry facility shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.
- At least two full bathrooms in all 3 bedroom or larger new construction units;
- Bathtub with shower in at least one bathroom in at least 90 percent of the new construction non-Elderly units; and
- Elderly Developments must have a minimum of one elevator per residential building provided for all Elderly Set-Aside Units that are located on a floor higher than the first floor.
- Full-size range and oven in all units.

c. Required Accessibility Features, regardless of the age of the Development

Federal and state law and building code regulations requires that programs, activities, and facilities be readily accessible to and usable by persons with disabilities. The Corporation requires that the design, construction, or alteration of its financed Developments be in compliance with federal and state accessibility requirements. When more than one law and accessibility standard applies, the Applicant shall comply with the standard (2010 ADA Standards, Section 504, Fair Housing Act, or Florida Building Code, Accessibility) whichever affords the greater level of accessibility for the residents and visitors. Areas required to be made accessible to mobility-impaired residents and their visitors, including those in wheelchairs, shall include, but not be limited to, accessible routes and entrances, paths of travel, primary function areas, parking, trash bins, mail and package

receiving areas for residents, pool and other amenities, including paths of travel to amenities and laundry rooms, including washers and dryers.

(1) Required Accessibility Features in all Units

- Primary entrance doors on an accessible route shall have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level; and
- Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist.

(2) In addition to the 5 percent mobility requirement outlined above, all Family Demographic Developments must provide reinforced walls for future installation of horizontal grab bars in place around each tub/shower and toilet, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed the 2010 ADA Standards for Accessible Design.

At the request of and at no charge to a resident household, the Development shall purchase and install grab bars around each tub/shower unit and toilet in the dwelling unit. The product specifications and installation must meet or exceed 2010 ADA Standards for Accessible Design. The Development shall inform a prospective resident that the Development, upon a resident household's request and at no charge to the household, will install grab bars around a dwelling unit's tub/shower unit and toilet, pursuant to the 2010 ADA Standards. At a minimum, the Development shall inform each prospective lessee by including language in the Development's written materials listing and describing the unit's features, as well as including the language in each household's lease.

d. Required Green Building Features in all Developments

(1) All units and, as applicable, all common areas must have the features listed below:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - Toilets: 1.28 gallons/flush or less,
  - Urinals: 0.5 gallons/flush,
  - Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
  - Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;
- Energy Star certified refrigerator;
- Energy Star certified dishwasher;
- Energy Star certified ventilation fan in all bathrooms;

- Water heater minimum efficiency specifications:
  - Residential Electric:
    - Up to 55 gallons = 0.95 EF or 0.92 UEF; or
    - More than 55 gallons = Energy Star certified; or
    - Tankless = 0.97 EF and Max GPM of ≥ 2.5 over a 77◦ rise or 0.87 UEF and GPM of ≥ 2.9 over a 67◦ rise;
  - Residential Gas (storage or tankless/instantaneous): Energy Star certified,
  - Commercial Gas Water Heater: Energy Star certified;
- Energy Star certified ceiling fans with lighting fixtures in bedrooms and living rooms;
- Air Conditioning (in-unit or commercial):
  - Air-Source Heat Pumps – Energy Star certified:
    - ≥ 7.8 HSPF2/ ≥15.2 SEER2/ ≥11.7 EER2 for split systems
    - ≥ 7.2 HSPF2 ≥15.2 SEER2/ ≥10.6 EER2 for single package equipment including gas/electric package units
  - Central Air Conditioners – Energy Star certified:
    - ≥15.2 SEER2/ ≥12.0 EER2 for split systems
    - ≥15.2 SEER2/ ≥11.5 EER2* for single package equipment including gas/electric package units.

  NOTE: Window air conditioners and portable air conditioners are not allowed. Package Terminal Air Conditioners (PTACs) / Package Terminal Heat Pumps (PTHPs) are allowed in studio and one-bedroom units.

(2) In addition to the required Green Building features outlined in (1) above, this New Construction Development commits to achieve the following Green Building Certification program:

_____ Leadership in Energy and Environmental Design (LEED);

_____ Florida Green Building Coalition (FGBC);

_____ Enterprise Green Communities; or

___X___ ICC 700 National Green Building Standard (NGBS)

e. This Family Development will provide the following resident programs:

(1) Employment Assistance Program

The Applicant or its Management Company must provide, at no cost to the resident, a minimum of quarterly scheduled Employment Assistance Program workshops/meetings offering employment counseling by a knowledgeable employment counselor. Such a program includes employability skills workshops providing instruction in the basic skills necessary for getting, keeping, and doing

well in a job. The instruction must be held between the hours of 8:00 a.m. and 7:00 p.m. and include, but not be limited to, the following:

- Evaluation of current job skills;
- Assistance in setting job goals;
- Assistance in development of and regular review/update of an individualized plan for each participating resident;
- Resume assistance;
- Interview preparation; and
- Placement and follow-up services.

If the training is not provided on-site, transportation at no cost to the resident must be provided. Electronic media, if used, must be used in conjunction with live instruction.

(2) Financial Management Program

The Applicant or its Management Company shall provide a series of classes to provide residents training in various aspects of personal financial management. Classes must be held at least quarterly, consisting of at least two hours of training per quarter, and must be conducted by parties that are qualified to provide training regarding the respective topic area. If the Development consists of Scattered Sites, the Resident Program must be held on the Scattered Site with the most units. Residents residing at the other sites of a Scattered Site Development must be offered transportation, at no cost to them, to the classes. The topic areas must include, but not be limited to:

- Financial budgeting and bill-paying including training in the use of technologies and web-based applications;
- Tax preparation including do's and don'ts, common tips, and how and where to file, including electronically;
- Fraud prevention including how to prevent credit card and banking fraud, identity theft, computer hacking and avoiding common consumer scams;
- Retirement planning & savings options including preparing a will and estate planning; and
- Homebuyer education including how to prepare to buy a home, and how to access to first-time homebuyer programs in the county in which the development is located.

Different topic areas must be selected for each session, and no topic area may be repeated consecutively.

(3) Homeownership Opportunity Program

The Applicant commits to provide a financial incentive which includes the following provisions:

EXHIBIT “B”
RFA 2024-201
(SIMPSON CROSSINGS / 2025-025C)
DESCRIPTION OF FEATURES AND AMENITIES

- The incentive must be applicable to the home selected and may not be restricted to or enhanced by the purchase of a home in which the Applicant, Developer, or other related party has an interest;
- the incentive must be not less than 5 percent of the rent received by the owner for the unit during the entire occupancy by the household (Note: The incentive will be paid for all months for which the household is in compliance with the terms and conditions of the lease. Damages to the unit in excess of the security deposit will be deducted from the incentive.);
- the benefit must be in the form of a gift or grant and may not be a loan of any nature;
- the benefit of the incentive must accrue from the beginning of occupancy;
- the vesting period can be no longer than 2 years of continuous residency; and
- no fee, deposit or any other such charge can be levied against the household as a condition of a participation in this program.

Exhibit C
Legal Description

DEVELOPMENT NAME: Simpson Crossings
FILE NUMBER: 2025-025C

The Southerly 330 feet of the SE ¼ of the SW ¼ and the Southerly 330 feet of that part of the SW ¼ of the SW ¼ lying East of the Road called Boggy Creek Road, all being in the Section 8, Township 25 South, Range 30 East, Osceola County, Florida.

Less: Beginning at a Point, 12.08 feet, North 89° 59'50" West of the Northwest corner of Tract A of Greenville Estates, as recorded in Plat Book 2, Page 159, of the Public Records of Osceola County, Florida, said point being on the Easterly Right of Way line of State Road 530, run South 89° 59'50" East, along the South line of Section 8, Township 25 South, Range 30 East, 771.80 feet; run thence North 00° 00'14" East, 330 feet; run thence North 89° 59'50" West, 548.20 feet to the Easterly Right of Way of State Road No. 530; run thence South 34° 07'28" West to the Point of Beginning.

COST BASIS DOCUMENT

DEVELOPMENT NAME: Simpson Crossings

FILE NUMBER: 2025-025C

(TO BE COMPLETED BY THE OWNER'S CPA OR ATTORNEY)	DEVELOPMENT COST	REASONABLY EXPECTED BASIS*	CURRENT BASIS
SOURCES			
Investor's Capital Contribution (Syndication Proceeds)	$ 29,391,061.00		
First Mortgage	6,620,000.00		
Second Mortgage	460,000.00		
Grants			
Owner's Contribution			
Other:	5,096,576.00		
Total Sources:	41,567,637.00		
USES			
Building or Land Acquisition			
Land	$ 1,612,808.00	$ 1,612,808.00	$ 125,000.00
Building			
Legal - Acquisition			
Building Rehab. or New Constr.			
Hard Costs	$ 26,638,500.00	$ 25,957,500.00	
Construction Period Interest	$ 2,028,000.00	$ 1,419,373.00	
Demolition			
Site Work			
Legal	$ 335,000.00	$ 75,000.00	$ 9,035.00
Accounting	$ 60,000.00	$ 54,000.00	
Architectural & Engineering	$ 811,420.00	$ 811,420.00	$ 56,725.00
Surveying	$ 28,000.00	$ 28,000.00	$ 13,375.00
Environmental	$ 65,580.00	$ 65,580.00	$ 11,950.00
Appraisal	$ 20,000.00	$ 20,000.00	$ 7,000.00
Tax Credit Fees	$ 574,550.00	$ -	
Developer Fee	$ 5,461,356.00	$ 5,461,356.00	
Syndication Expenses			
Construction Loan Fees	$ 358,125.00	$ 338,625.00	
Other:	$ 3,161,798.00	$ 2,488,598.00	$ 5,118.00
TAXES & INSURANCE	$ 412,500.00	$ 412,500.00	
Total Uses:	$ 41,567,637.00	$ 38,744,760.00	$ 228,203.00

SUMMARY	
Current Basis:	$ 228,203.00
Reasonably Expected Basis:	$ 38,744,760.00
Percentage Complete:	0.59%

FRANCISCO ROJO, SOLE MEMBER OF ITS GENERAL PARTNER

3/6/25

DATE

(305) 538-9552 ext 103

TELEPHONE

This form may be signed by the Applicant or designee if submitting as evidence of NOT meeting the 10% test.

*These figures are estimates for computation purposes only. For purposes of the Carryover Allocation Agreement, "reasonably expected basis" pursuant to Section 42(h)(1)(E)(ii) need not be the same as eligible basis and is computed for an entire project, rather than building-by-building.

EXHIBIT D, Page 2
COST BASIS CERTIFICATION

I certify that I have examined all eligible costs incurred, as listed on the Cost Basis Document, with respect to Simpson Crossings. Based on this examination, it is my belief that Simpson Crossings, Ltd. has incurred more than 10 percent of its reasonably expected basis in Simpson Crossings pursuant to Section 42(h)(1)(E)(ii) of the Internal Revenue Code.

_____ _____

Signature Date

_____

Print or Type Name of Certified Public Accountant or Attorney

_____

Address

_____

Telephone Number

EXHIBIT E

EXPLANATION OF CHANGES

Development Name: Simpson Crossings
File Number: 2025-025C

If there are any changes in the project information from that submitted with the application, provide a detailed explanation/justification for the changes. These changes MUST be reviewed and approved by the Agency prior to execution of this Agreement.

Check those items that have changed and explain changes in the spaces provided below.
Attach supporting documentation as needed.

- ☐ Taxpayer Federal Identification Number
- ☐ Project Address
- ☐ Number of Units:
- ☐ Number of Buildings
- ☐ Set-Aside Elections
- ☐ Extended Use Period
- ☐ Project Amenities
- ☐ Tenant Programs
- ☐ Other: _____

Explanation of Changes:_____

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Finance Corporation

227 North Bronough Street, Suite 5000 • Tallahassee, Florida 32301
850.488.4197 • Fax: 850.488.9809 • www.floridahousing.org

AFFIDAVIT CERTIFYING SITE CONTROL AND DEVELOPMENT LOCATION POINT

Simpson Crossings

2025-025C

STATE OF FLORIDA

COUNTY OF **Miami-Dade**

BEFORE ME, the undersigned authority, personally appeared **Francisco Rojo** ("Affiant"), who being by me first duly sworn, on oath, says:

1. That this Affidavit is given on the personal knowledge of Affiant.

2. That Affiant is the **Sole Member/Manager of Simpson Crossings GP, LLC, the General Partner** of Simpson Crossings, Ltd., a Florida limited partnership (the "Applicant"), and is authorized to make this Affidavit on behalf of the applicant entity of Request for Applications 2024-201 / 2025-025C (the "Application").

3. Affiant certifies that the site for the development has not changed from that as submitted in the Application, or if it has changed such change will not have affected the scoring of the affiant's original application.

4. Affiant further certifies that the Development Location Point as defined in Rule Chapter 67-48, F.A.C. and as stated within the Application remains the same.

Dated as of this **6th** day of **March** 2025.

Name: **Francisco Rojo**, individually, Affiant

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this **6th** day of **March**, 2025, by ***Francisco Rojo***, as **Sole Member/Manager**, of **Simpson Crossings GP, LLC**, a Florida **limited liability company**, on behalf of the **limited partnership**. Said person is *(check one)* ☒ personally known to me or ☐ has produced a valid driver's license as identification.

[Notary Seal] JUSTIN R. GILBERT MY COMMISSION EXPIRES NOVEMBER 1, 2025 #HH 193445 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Signature of person taking acknowledgment
Name (typed, printed or stamped) Justin R. Gilbert
Title or Rank: N/A
Serial number (if any): #HH193445

Ron DeSantis, Governor

Board of Directors: Sandra Veszi Einhorn, Chair • David Hall, Vice Chair
Ryan Benson • Larry Cretul • Justin Domer • Mario Facella • Olivia Hoblit • Jody Hudgins • Ron Lieberman • Daniel Martell • Dev Motwani

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GROSS RENT FLOOR ELECTION

In accordance with Revenue Procedure 94-57, the Internal Revenue Service will treat the Gross Rent Floor in Section 42(g)(2)(A) as taking effect on the date the Corporation initially allocates* housing credits to the building. However, the IRS will treat the Gross Rent Floor as taking effect on the building's placed-in-service date **IF** the owner designates that date instead and **so informs the Corporation prior to the placed-in-service date of the building.**

THIS IS A ONE-TIME ONLY, IRREVOCABLE ELECTION.

The undersigned owner hereby makes the following election with respect to the Gross Rent Floor Effective Date for each building in the project designated below:

☐ **On date of initial allocation (or determination)**

☒ **On placed-in-service date**

* If the proposed project is tax-exempt bond financed (as defined by the IRC), the IRS will treat the gross rent floor as taking effect on the date the Corporation initially issues a determination letter unless the owner designates that the placed-in-service date should be used.

Owner Signature	3/6/2025 Date	Simpson Crossings Project Name
Francisco Rojo, Sole Member/Manager of Simpson Crossings GP, LLC Owner Name (Print or Type)		2025-025C Project Number

THIS ELECTION MUST BE RECEIVED BY THE CORPORATION PRIOR TO THE PLACED-IN-SERVICE DATE OF ANY BUILDING IN THE PROJECT.

RECEIVED BY THE FLORIDA HOUSING FINANCE CORPORATION
(Date Stamp):

RECEIVED
By Erica Wolverton March 6, 2025 6:07 pm

Ron DeSantis, Governor

Board of Directors: Sandra Veszi Einhorn, Chair • David Hall, Vice Chair
Ryan Benson • Larry Cretul • Justin Domer • Mario Facella • Olivia Hoblit • Jody Hudgins • Ron Lieberman • Daniel Martell • Dev Motwani

ITEM 7.G
Acceptance of funding from the Florida Department of Transportation Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program

Request

Approval to authorize the Chief of Police to execute the Letter of Agreement (Grant HIGHVIS25) with the Institute of Police Technology to accept grant funding from the Florida Department of Transportation (FDOT) Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program.

Explanation

The Kissimmee Police Department has been identified as a priority agency within Osceola County, which has the highest representation of traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists. As a result, the Florida Department of Transportation (FDOT) has allocated overtime reimbursement funding to the City in the amount of $16,648.87 to assist with High Visibility Enforcement efforts.

These funds will be under agreement with the University of North Florida – Institute of Police Technology and Management.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15130601 501414 15100337 337200		Increase Increase	$16,649.00 $16,649.00	

Financial Summary:

Monthly invoicing will be done for overtime expenses to be reimbursed during the grant period, up to $16,648.87. This grant is offered to the City of Kissimmee. No application process is completed, only acceptance.

Recommendation

Approval to accept funding from FDOT, through the University of North Florida - Institute of Police Technology and Management, in the amount of $16,648.87 and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

City of Kissimmee

Attachment(s):

1. HIGH VIS 2025 package

Institute of Police Technology and Management

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

May 20, 2025

Chief Charles Broadway
Kissimmee Police Department
8 N. Stewart Avenue
Kissimmee, FL 34741

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

Dear Chief Broadway:

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

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

Your agency has been identified as a priority agency within a county with the highest representation of traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists. As a result, the Florida Department of Transportation (FDOT) has allocated overtime reimbursement funding to your agency in the amount of **$16,648.87** to assist in our HVE efforts. Included with this letter are maps representing locations within your jurisdiction that have an over representation of serious pedestrian and bicycle crashes.

Pedestrian and Bicycle Safety Focused Initiative High Visibility Enforcement (HVE) Roundtable meetings will be held at various locations throughout Florida. Please find enclosed the Roundtable Meeting schedule and submit your RSVP at https://survey.unf.edu/jfe/form/SV_cUuKiz7ZRwLsNSt. We encourage you to take this opportunity to learn about how we have enhanced the program and simplified the reporting process. It is imperative that all enforcement agencies in the identified twenty-five (25) priority counties engage in this partnership to drive down fatalities on our roadways.

Please review the enclosed locations and maps and let us know if your agency is willing to be a part of the solution. Agencies that apply on or before August 31, 2025 will be eligible for the full funding allocation that has been set aside for you. On September 1, 2025, all funds that were previously set-aside for specific agencies will be released to the total county allocation and made available to any agency within the county to work in specified areas within their jurisdiction. After November 30, 2025, all funding will be released for use in HVE efforts in any of the twenty-five (25) priority counties.

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

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

Sincerely,

Sharon Murchison

Sharon Murchison, MA
Associate Director

Enclosures

Pedestrian and Bicycle Safety Focused Initiative
High Visibility Enforcement (HVE)

Roundtable Meetings

The next round of pedestrian/bicycle high visibility enforcement (HVE) funding will become available on July 1st. If you would like to learn more about this funding or are interested in applying, **this is a *"don't miss"* opportunity** to discuss the program and help shape its future.

Topics include:

- Pedestrian and Bicycle Safety Focused Initiative overview
- High Visibility Enforcement (HVE) contract funding and application process
- Data-driven street operations
- Free law enforcement training
- Administration of HVE contracts
- Changes to and applications for the FY25 HVE contracts
- Materials and resources available
- Feedback
- **Bonus** FY26 DRE Call-Out Overtime contract funding and application process will also be discussed

Date	Time	Location
May 21, 2025	9:00 a.m. - 11:00 a.m.	Hilton Orlando Lake Buena Vista – Disney Springs Area International Center Ballroom 1751 Hotel Plaza Boulevard, Orlando, FL 32830 *Parking Required - $17.50
June 2, 2025	2:00 p.m. - 4:00 p.m.	Florida Department of Transportation – District Five Cypress A & B Conference Room 719 S. Woodland Boulevard, DeLand, FL 32720
June 3, 2025	9:00 a.m. - 11:00 a.m.	Fort Pierce Police Department Roll Call/Training Room 920 South U.S. Highway 1, Ft. Pierce, FL 34950
June 3, 2025	2:00 p.m. - 4:00 p.m.	Christ Fellowship Church 5343 Northlake Boulevard Palm Beach Gardens, FL 33418
June 4, 2025	9:00 a.m. - 11:00 a.m.	Broward Sheriff's Office Public Safety Building – Media Room 2601 W. Broward Boulevard., Ft. Lauderdale, FL 33312
June 4, 2025	2:00 p.m.- 4:00 p.m.	Florida Highway Patrol – Troop E 1011 NW 111th Avenue Miami, FL 33172
June 5, 2025	9:00 a.m. - 11:00 a.m.	Florida Highway Patrol, Troop F Headquarters FDOT (SWIFT) SunGuide Center, Room TBD 10041 Daniels Parkway, Ft. Myers, FL 33913
June 6, 2025	9:00 a.m. - 11:00 a.m.	IPTM/University of North Florida Adam W. Herbert University Center, Room 1009 12000 Alumni Drive, Jacksonville, FL 32224
June 9, 2025	2:00 p.m. - 4:00 p.m.	City of Palm Bay City Hall Community Room 120 Malabar Road SE, Palm Bay, FL 32907

Continued on next page

Date	Time	Location
June 10, 2025	9:00 a.m. - 11:00 a.m.	Lakeland Police Department Community Room, 2nd Floor 219 N. Massachusetts Avenue, Lakeland, FL 33801
June 10, 2025	2:00 p.m. - 4:00 p.m.	Pinellas County Sheriff's Office Sheriff's Administration Building (SAB), Room 180A 10750 Ulmerton Road, Largo, FL 33778
June 11, 2025	9:00 a.m. - 11:00 a.m.	Gainesville Police Department Hall of Heroes 545 Northwest 8th Avenue, Gainesville, FL 32601
June 12, 2025	9:00 a.m. - 11:00 a.m.	Florida Department of Transportation – State Safety Office Basement Conference Room 605 Suwannee Street, Tallahassee, FL 32399
June 13, 2025	9:00 a.m. - 11:00 a.m.	Escambia County Sheriff's Office Training Room #1, Downstairs 1700 West Leonard Street, Pensacola, FL 32501
June 23, 2025	2:00 p.m. - 4:00 p.m.	Key West Police Department 1604 N Roosevelt Boulevard Key West, FL 33040

Please RSVP at
https://unf.co1.qualtrics.com/jfe/form/SV_cUuKiz7ZRwLsNSt

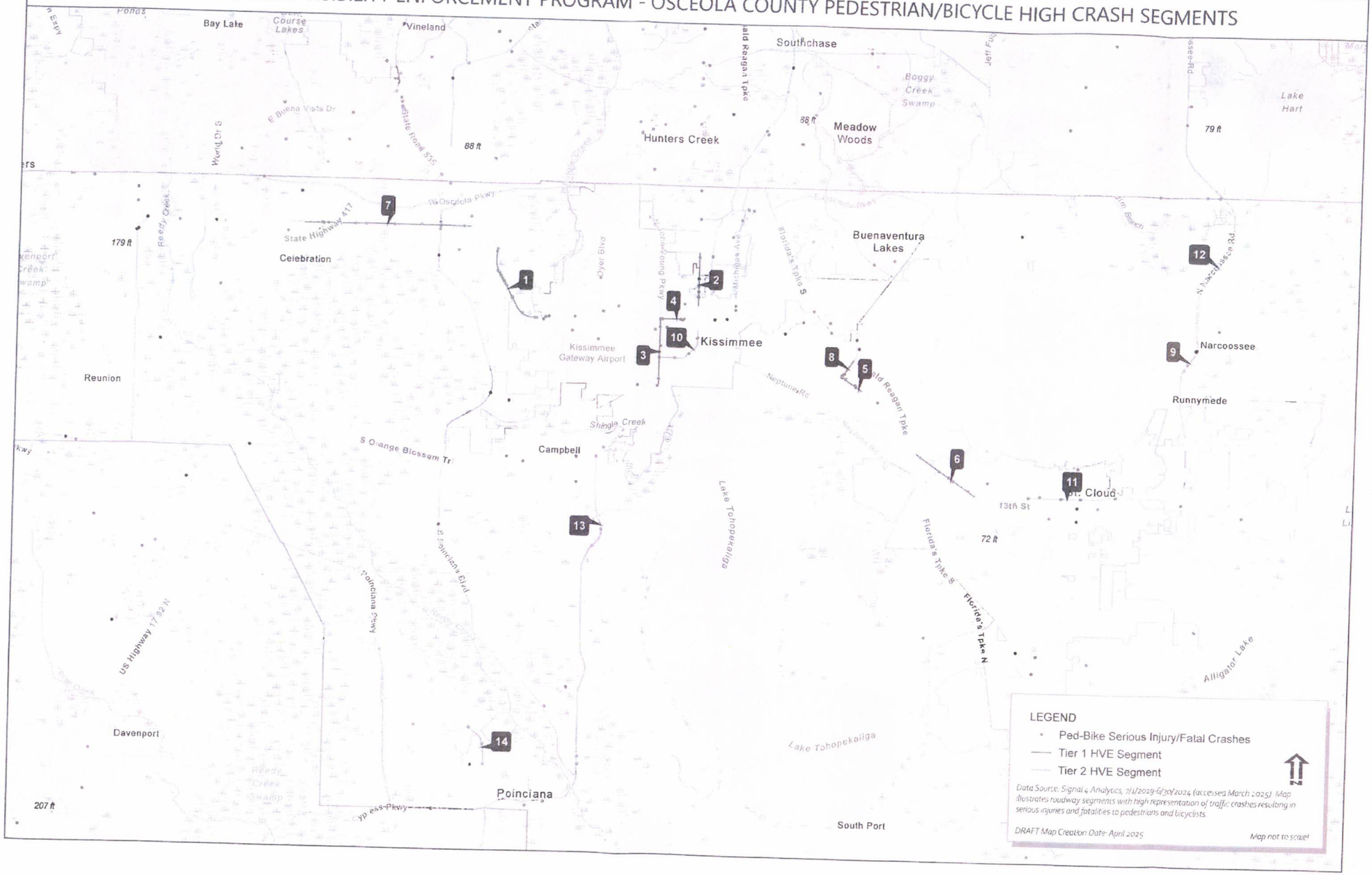
For more information, email ped.bike.safety@iptm.org

2025-2026 HIGH VISIBILITY ENFORCEMENT PROGRAM - OSCEOLA COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS

From	To	Zip Code	Enforcement Agency	Length (feet)	Length (miles)	Pedestrian and Bicycle Crashes							Tier	Time Range		Day of the Week
						Total	Fatal	Ped Fatal	Bike Fatal	Severe Injury	Ped S. Inj	Bike S. Inj		From	To	
OLD VINELAND RD	SEVEN DWARFS LN	34746	OSCEOLA COUNTY SHERIFF'S OFFICE	9,883	1.87	18	5	5	0	13	10	3	1	2400	2400	MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY, SATURDAY,
COLUMBIA AVE	CARROLL ST	34741, 34744	KISSIMMEE POLICE DEPARTMENT	6,331	1.20	7	1	1	0	6	5	1	1	2400	2300	MONDAY, TUESDAY, WEDNESDAY, FRIDAY, SUNDAY
HARRELSON LANE	VINE ST	34741	KISSIMMEE POLICE DEPARTMENT	7,953	1.51	9	1	1	0	8	5	3	1	1300	900	WEDNESDAY, FRIDAY, SATURDAY, SUNDAY
JOHN YOUNG PKWY	CENTRAL AVE N	34741	KISSIMMEE POLICE DEPARTMENT	2,613	0.49	6	0	0	0	6	5	1	1	500	2100	TUESDAY, THURSDAY, FRIDAY, SUNDAY
AERONAUTICAL DR	SIMPSON RD	34744	OSCEOLA COUNTY SHERIFF'S OFFICE	2,661	0.50	6	3	3	0	3	3	0	1	300	2200	TUESDAY, WEDNESDAY, SATURDAY
SIMMONS RD	NEPTUNE RD	34744, 34769	ST. CLOUD POLICE DEPARTMENT	8,175	1.55	7	5	2	3	2	1	1	1	600	2200	MONDAY, TUESDAY, WEDNESDAY, THURSDAY
CELEBRATION PLACE	VINELAND RD	34746	OSCEOLA COUNTY SHERIFF'S OFFICE	17,723	3.36	10	5	5	0	5	4	1	1	100	2300	MONDAY, TUESDAY, THURSDAY, FRIDAY, SATURDAY, SUNDAY
E VINE ST/US-192/441	TPK MAINLINE SR 91	34744	OSCEOLA COUNTY SHERIFF'S OFFICE	2,423	0.46	5	4	4	0	1	1	0	1	600	2200	TUESDAY, WEDNESDAY, FRIDAY, SUNDAY
SUNSET RD	JONES RD	34771	OSCEOLA COUNTY SHERIFF'S OFFICE	3,234	0.61	4	3	1	2	1	1	0	2	1000	700	WEDNESDAY, THURSDAY, FRIDAY
JOHN YOUNG PKWY	OAK ST	34741	KISSIMMEE POLICE DEPARTMENT	6,445	1.22	5	2	2	0	3	0	3	2	900	2000	TUESDAY, THURSDAY, FRIDAY, SUNDAY
VERMONT AVENUE	ORANGE AVENUE	34769	ST. CLOUD POLICE DEPARTMENT	9,159	1.73	4	0	0	0	4	3	1	2	1000	1900	TUESDAY, WEDNESDAY, FRIDAY, SATURDAY
SPIRAL WAY	MILL STREAM DR	34771	OSCEOLA COUNTY SHERIFF'S OFFICE	3,249	0.62	3	1	1	0	2	1	1	2	300	1500	TUESDAY, THURSDAY, SATURDAY
GRANADA BLVD	EARLE CT	34746	OSCEOLA COUNTY SHERIFF'S OFFICE	4,444	0.84	3	2	2	0	1	1	0	2	1800	500	MONDAY, SATURDAY, SUNDAY
KOA STREET	SAN LORENZO ROAD	34758	OSCEOLA COUNTY SHERIFF'S OFFICE	4,956	0.94	3	0	0	0	3	2	1	2	1600	700	TUESDAY, FRIDAY, SATURDAY

). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

2025-2026 HIGH VISIBILITY ENFORCEMENT PROGRAM - OSCEOLA COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS



ITEM 7.H
Transfer of funds from Airport Reserves to Airport Professional Services

Request

Approval to transfer additional funds of $50,000.00 from Airport Reserves to Airport Professional Services.

Explanation

The Airport has been fortunate to experience several economic growth opportunities during this fiscal year. This includes facility expansion for Cirrus Aircraft and a 122-room Hyatt Studio Hotel. In addition, a formal application is being prepared to establish a U.S. Customs and Border Protection, User Fee Facility. The lease negotiations and development, application development, and a current review of the Airport's Minimum Standards for Commercial Operations have increased the legal and professional service expenses. Therefore a transfer from reserves is necessary to fund these tasks.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170100 509276 46170103 504646		Decrease Increase	50,000 50,000	

Financial Summary:

Adequatre funding is available in the reserve account for these services.

Recommendation

Approval to transfer additional funds of $50,000.00 from Airport Reserves to Airport Professional Services.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
None

ITEM 7.I
Federal Aviation Administration (FAA) Airport Grant for Taxiway Alpha Improvement Design

Request

Approval to accept a Federal Aviation Administration Grant to fund an Airport Improvement Project (AIP), Taxiway Alpha (TW A) Rehabilitation and Shift – Planning and Engineering at the Kissimmee Gateway Airport, Grant Master No. Twy A- Dsgn. FAA AIP 3-12-0038-048-2025.

Explanation

The Kissimmee Gateway Airport's Capital Improvement Plan has identified the need to rehabilitate pavement and replace associated lighting for Taxiway Alpha (TW A). The Pavement Condition Index (PCI) rating evaluates pavement conditions by assigning a scale, 0 indicating failed, and 100 indicating perfect. PCI rating 41-55 indicates a "poor condition" and the current numbers assigned to TW A range between 40-54. The project will improve lighting with new LED edge lights and directional signs. In addition, the project will shift the pavement 50' east to meet FAA standards due to the larger aircraft utilizing the Airport.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106 506393 47000331 331410		Increase Increase	1,140,000.00 1,140,000.00	

Financial Summary:

The design project cost is $1,200,000. The FAA is offering to participate at 95% ($1,140,000). Typically, the Florida Department of Transportation (FDOT) will offer 4% ($48,000) and require a local match (Airport) of 1% ($12,000). The construction cost is estimated at $12,400,000 and is scheduled for FY26.

Recommendation

Approval to accept a Federal Aviation Administration Grant to fund an Airport Improvement Project (AIP), Taxiway Alpha (TW A) Rehabilitation and Shift – Planning and Engineering at the Kissimmee Gateway Airport, Grant Master No. Twy A- Dsgn. FAA AIP 3-12-0038-048-2025.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

City of Kissimmee

Attachment(s):

1. Back up-ISM-SOG-3-12-0038-048-2025-FAA Grant Agreement - unsigned

U.S. Department of Transportation Federal Aviation Administration

Orlando Airports District Office: 8427 South Park Circle, Suite 524 Orlando, FL 32819

June 6, 2025

Shaun J. Germolus, A.A.E.
Director of Aviation
City of Kissimmee
Kissimmee Gateway Airport
401 Dyer Blvd.
Kissimmee, FL 34741

Dear Mr. Germolus:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-12-0038-048-2025 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 **June 25, 2025**.
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 $1,000,000 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
Manager

U.S. Department of Transportation Federal Aviation Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	June 6, 2025
Airport/Planning Area	Kissimmee Gateway Airport
Airport Infrastructure Grant Number	3-12-0038-048-2025
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 April 10, 2025, 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:

Shift Taxiway A 50 Feet and Reconstruct Taxiway A Lighting – Design Phase

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (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 (95) % 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 $1,140,000.

   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
   $1,140,000 for airport development or noise program implementation; 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) except as noted in 49 U.S.C § 47142(b).

   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 and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      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 Sponsors are 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

      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). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

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.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. 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. 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 June 25, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. 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.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

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 IIJA 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, also 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 (P.L. 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 IIJA (P.L. 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 $1,000,000 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 System for Award Management (SAM.gov) exclusions 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 it has 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.**

1. Posting of contact information.

a. 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.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in person, including the following acts;

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d) Charging recruited employees a placement or recruitment fee; or

e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the recipient or 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) 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.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions.* For purposes of this Grant award, term:

   a. "Employee" means either:

      i. An individual employed by the recipient 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 the recipient 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 requirements.

   b. "Private entity" means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA 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 September 5, 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.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

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 [P.L. 115-232 § 889(f)] 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 its 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, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program 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 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, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. 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.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
    b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

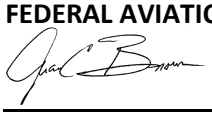
35. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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



(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 (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); 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 at _____

By: _____
(Signature of Sponsor'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 Title 49, U.S.C., subtitle VII, 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, 37, and 40 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

The Sponsor 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.) (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 (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 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 49 U.S.C. 47107(a)(16) and (x), 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 Sec. 136 of Public Law 112-95 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-Management.

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 pilots 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.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

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. The airport owner or operator will maintain a current 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.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. 2000d to 2000d-4); creed and sex 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 (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, all businesses 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 , 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, 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;

4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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., 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 an Airport Improvement Program 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/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of April 10, 2025.

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, or 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.

40. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

ITEM 7.J
Risk and Safety Claims Tracking Software

Request

Request approval of contract #20250286 with Health and Safety Institute (HSI) to purchase Risk and Safety software in the amount of $30,502.35/yr for 3 years, for a total of $91,507.05.

Explanation

The City of Kissimmee is seeking approval to enter into a contract with HSI, contract #20250286, a health and safety company based in Frisco, Texas, and authorized to operate in the State of Florida. HSI provides safety and risk compliance solutions that align with the City's strategic initiative to enhance safety across all departments.

The proposed contract will support the City's efforts to improve risk management by consolidating data related to claims, including but not limited to Workers' Compensation, Liability, and Auto. This data-driven approach will enable the Risk and Safety departments to identify trends, implement targeted training based on injury patterns, and correct risk-related behaviors in both job functions and fleet operations. The ultimate goal of this initiative is to reduce the frequency and severity of claims, thereby lowering related payouts across all claims lines, year-over-year.

If approved, funding this software will be included in the FY 2026 budget.

Recommendation

Approval to purchase Risk and Safety software from Health and Safety Institute (HSI), in the amount of $30,502.35/yr for 3 years, for a total of $91,507.05, and for the City Manager to execute all documents relating to this purchase, and any future amendments and renewals.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Human Resources & Risk Management
Presenter:

Attachment(s):
1. (S) HSI-Kissimmee-Contract

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THIS IS NOT AN INVOICE

ORDER FORM

April 30, 2025

Licensee

City of Kissimmee
101 Church St Ste 230
Kissimmee, Florida 34741

Company Contact

Brittany Basler
brittany.basler@kissimmee.gov
407-518-2111

Order Details

Period of Agreement - Start: 9/30/2025
Period of Agreement - End: 9/29/2028

Payment Term: Net 30

HSI Representative

Cody Yamamoto
cyamamoto@hsi.com

ANNUAL PRODUCTS

Product	Quantity	Unit Price	Total Price
EHS Platform Workers up to 1000	1	$0.00	$0.00
EHS Single Sign-On Annual Charge	1	$728.30	$728.30
Module License Fee Modules included: - Checklists - Asset/ Equipment / Vehicle Management - Incident Management	3	$4,808.50	$14,425.50
Third-Party System Integration - EHS Platform Access to data feed from HSI EHS Platform to a third party system. Automatic import of profiles, locations and organization units. Data scripted by customer to meet data import specifications from single import interface. Maximum import is once every 24 hours.	4	$2,080.19	$8,320.75

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Platform License Fee Includes access to HSI EHS platform for designated number of workers. Includes Employee Register w/ Certifications.	1	$7,027.80	$7,027.80
	ANNUAL TOTAL:		**$30,502.35**

YEAR 1 TOTAL: $30,502.35
YEAR 2 TOTAL: $30,502.35
YEAR 3 TOTAL: $30,502.35

AGREEMENT TOTAL: $91,507.05

HSI can support all your CPR and First Aid certification training - whether in-person or virtually.
Don't forget to ask your rep about more info and exclusive partnership pricing!

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Terms and Conditions

Initial license is valid for the time as noted by the Period of Agreement. By signing below the Licensee acknowledges acceptance of this agreement subject to the attached terms and conditions of HSI Workplace Compliance Solutions, Inc's Software License Agreement.

Billing Information

Unless otherwise specified in this Agreement, actual users in excess of quantity purchased will be invoiced at effective per user rate of package purchased.

Prices shown are in USD and do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Licensee and will appear on the Invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to billing@hsi.com.

Invoices for this order and/or payment receipts may be emailed from arinvoices@hsi.com or billing@hsi.com. Please make sure these email addresses are on an approved setting or safe senders list so notifications do not go to a junk folder or are caught in a spam filter.

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Purchase Order Information

Is a Purchase Order (PO) required for Licensee's payment processing of this Order Form? If yes please check this box and provide the PO number below.

Signature

By signing this Order Form, I certify that I am authorized to sign on behalf of the Licensee and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

HSI Workplace Compliance Solutions, Inc.		**City of Kissimmee**	
Authorized Signature	DocuSigned by: B30ED96FA86644C...	Authorized Signature	
Printed Name	Scott Jensen	Printed Name	
Title	Contracts Manager	Title	
Date	5/30/2025	Date	

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STATEMENT of WORK

Compiled by HSI Solutions Engineer
Kenneth Edwards
01-22-25

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Background and Purpose

This Statement of Work (SOW) defines the modules and professional services HSI will provide, the expectations for City of Kissimmee FL, and the collaborative structure of the implementation process. The terms and conditions of the Order Form apply to this SOW. Should there be any conflict between the Order Form and SOW, the Order Form shall take precedence.

Scope Overview

As detailed in the draft Order Form, the following modules/module suites are included in the proposed solution:

- Asset Management
- Incident Management
- Audits/Checklists/Inspections

In addition, the following modules are included as value-add enhancements free of charge:

- Activity Register

Integrations included are:

SFTP/API Integration: Samsara PCGS Sambasafety HRIS	Twillio SMS Service*	Google Maps Address Feature	Single Sign-On (SSO): Yes

*The customer will be responsible for establishing an account with Twillio and HSI will integrate the platforms if SMS notifications are desired.

Data migrations included are/from:

None

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Activity Register

Module Name:	Activity Register
Description:	Compiles module records by employee to quickly view all activity related to a specific person.
Module Relationships:	Asset Management, Incident Management
Reports:	Standard
Integrations:	None
Data Migration:	None

Asset Management

Module Name:	Asset Management
Description:	Catalog and track usage for all types of assets, including tools, diagnostic equipment, computers, and fleet vehicles. Assets may be assigned to employees, checked out for temporary use, and scheduled for service on a specific frequency or as needed. Asset records may be tagged by other modules to show relationships and usage.
Module Relationships:	Activity Register, Incident Management
Reports:	Standard
Integrations:	Samsara
Data Migration:	None

Audits/Checklists/Inspections

Module Name:	Audits/Checklists/Inspections
Description:	Create custom checklist and inspection forms that can be completed quickly for frequent safety checks. Workflow is simple and can be directed to interested parties for review. Configure options to capture picture or video attachments, score questions to track specific results, and assign simple actions based on findings.
Module Relationships:	Activity Register, Asset Management
Reports:	Standard
Integrations:	None
Data Migration:	None

Incident Management

Module Name:	Incidents, Establishments, Establishments Group
Description:	A suite of modules that captures initial reports of mishaps and near misses, reporting company data used for OSHA 300/300A/301 reporting, and annual hours and annual employee count. • Capture reports by workers or supervisors and escalate to safety/management personnel for investigation • Track mishaps and near misses in any category (ex: injury, illness, property, vehicle, or environmental) • Create simple actions

	• Customize reports and dashboards to aggregate data • Produce OSHA-compliant reports for U.S. locations (300, 300A, and 301 logs) In addition there will be tabs to track all types of claims data (such as injury, property, or environmental claims) from the point of origin to final resolution and funding. Manage return to work protocols for injured employees and configure automatic milestones, reminders, and notifications for interested parties.
Module Relationships:	Activity Register, Asset Management
Reports:	Standard system reporting, OSHA 300/300A/301 logs
Integrations:	PCGS, Sambasafty
Data Migration:	None

Professional Onboarding Package

HSI will implement the EHS solution. This effort will be assigned a dedicated HSI Implementation Project Manager (IPM), and they will coordinate with City of Kissimmee FL to deliver a seamless overall implementation.

Onboarding includes the following (brackets denote the solution for which it applies):

- User Management and bulk import of users, locations, and organizations.
- Coordination of resources for integrations listed in this SOW.
- Configuration training to support module data imports listed in this SOW.
- Configuration assistance and administrator training as detailed below.

Configuration and administrator training includes the following:

- Collaboration with your subject matter experts (SMEs) on how each module should be built.
- Training to prepare your system administrators to maintain the system and perform basic troubleshooting after implementation.
- Coaching and guidance regarding internal user acceptance testing for each module.
- Training for how to create Reports and Dashboards to support finished modules:
    - Up to 2 reports per module
    - Up to 1 dashboard per role

Up to 40 (20 hours per module for EHS) IPM hours are included to accomplish the work scope defined herein. Hours that exceed this estimate or any work required outside of that defined above will be considered additional scope and will need a change order. HSI's professional services rate is $180/hour.

Should the completion of implementation services be delayed due to actions or inactions by you, including but not limited to, failure to provide necessary information, approvals, missed or cancelled meetings without 24 hours notice, or access required for timely completion, you agree to be billed for all additional effort and services rendered at our standard hourly rates. This billing will compensate for effort and services provided beyond the scope of what has been contractually pre-paid.

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With a regular meeting cadence and well-defined requirements, a typical EHS module will take approximately four to six weeks to build.

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Expectations of Customer

The following expectations are critical to a successful implementation:

- You will appoint up to three Subject Matter Experts to build the modules and serve as system administrators. These individuals should be technologically savvy and have the time and interest in becoming an expert on the system.
- You are expected to meet regularly (usually weekly) to review project progress and learn module and system configuration.
- You are expected to plan independent time between sessions to work on module changes, test functionality, and/or research questions with internal contributors to move the build forward.
- Between the build sessions and independent time, expect to spend between 2 – 4 hours a week supporting the implementation.
- You agree to support project milestones. Delays in meeting project milestones, missing scheduled meetings, or not performing assigned tasks during independent time will result in commensurate delays in the delivery of the solution and may require additional funding.
- You should come to each build session with your internal processes and requirements defined and questions from the previous session answered (or at least addressed).
- You will develop an internal roll-out plan to introduce this system to your employees, and be responsible for directly training managers and key personnel who will assist in the system roll-out.
- Following the launch of each module, ongoing maintenance and modifications of the modules and integrations will be performed you with assistance from HSI Support as needed.

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IMPLEMENTATION PROCESS

Implementation of each module will follow the path outlined below:

Activity	Owner	Description
Kick-off Call	HSI	Introduce teams, review scope, and discuss the process.
Build Sessions	HSI and Customer	HSI: • Collect requirements • Train on how to build modules • Create module relationships as requested Customer: • Complete agreed-upon work and have questions prepared • Build modules
User Acceptance Testing	Customer	Conduct review and document any issues.
Issue Resolution	HSI	Resolve in-scope issues from user acceptance testing. Includes one round of changes per module.
Module Sign-off	Customer	Sign-off on module completion.
Module Launch Preparation	HSI	Copy to Production site (allow up to 1 week) as needed. Create Build Document to detail final state of module build(s) at launch.
Module Launch	Customer	Roll-out module to internal employees Create documentation and provide training to any additional administrators as needed
Ongoing Support	Customer and HSI	Customer: • Troubleshoot and resolve issues reported to you by internal employees. • Contact HSI Support to open a case when issue needs to be escalated for assistance. HSI: • Research issues escalated by customer admin.

Accepted by: **HSI Workplace Compliance Solutions, Inc.**

Signature: DocuSigned by: B30ED96FA86644C...

Printed Name: Scott Jensen

Title: Contracts Manager

Date: 5/30/2025

Accepted by: **City of Kissimmee FL**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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Software License Agreement

Please read this Software License Agreement (the "Agreement") carefully before signing the Order Form. The following terms and conditions of the Agreement will be legally binding on the Licensee upon execution of the Order Form. The definitions of certain capitalized terms used in this Agreement are located in Section 1 below.

If You are entering into this Agreement on Your own behalf, then the terms "You," "Your" and "Licensee" mean the individual entering into this Agreement and such individual is personally bound by all of the terms and conditions of this Agreement. If You are entering into this Agreement on behalf of a company, You represent and warrant that You are acting in your capacity as an authorized representative or agent of such company and that You have the authority to bind such company to the terms and conditions of this Agreement. If You are entering into this Agreement on behalf of a company, the terms "You," "Your" and "Licensee" also mean such company and all of its directors, managers, officers, employees, and agents to the extent of their use of the Content and Platform, and/or action or inaction in connection with this Agreement, as the case may be.

This Agreement was last updated on October 1, 2024. It is effective between You and Us on the date You enter into an Order Form, which is subject to this Agreement.

1. Definitions.

The following definitions and/or terms shall have the meanings set forth below.

"Affiliated Companies" means any current or future entity under common ownership of HSI Holding Company Inc, currently including HSI APAC Pty. Ltd., HSI Canada Workplace Solutions Ltd., HSI USA Holding, Inc., HSI Workplace Compliance Solutions, Inc. and HSI Emergency Care Solutions, Inc.

"Agreement" means this Software License Agreement and the Licensee's Order Form.

"CAT" means HSI's proprietary course authorship tool which is available through the HSI Platform. CAT is not included in all Platform access packages.

"CAT Generated Training" means instructional materials created by Licensee through the CAT.

"Content" means the services, programs, and content contained and delivered on electronic media that have been created by HSI or which HSI has the rights to license to others.

"Default" shall have the meaning set forth in Section 5.

"End User Agreement" means the general terms of use for the Content, Platform or Services, which HSI may update freely from time to time. At any time, the then current version of the End User Agreement applicable to the Content, Platform or Service will be accessible within Licensee's administrative user account or otherwise available on HSI's website.

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"Laws" has the meaning set forth in Section 2.

"Licensee Materials" means any Licensee course or other individual documents, video clips, data files or other information or materials uploaded to HSI's Platform by Licensee which is not specific to an individual Licensee account and is not HSI content.

"Order Form" means the documents for placing orders hereunder that are entered into between You and Us from time to time, including any addenda and supplements thereto. By entering into an Order Form hereunder, a Licensee agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Period of Agreement" means the time period set forth in the Order Form defining the initial period of time that the Licensee shall have the right to use the Content and/or Platform and any renewal periods arising from Section 5 of this Agreement.

"PEPY" means per person per year pricing as referenced on applicable order form.

"Platform" means the software platform owned or licensed by HSI and used to deliver the Content and or other services (such as Chemical Management, Incident Management, etc.) along with all software documentation (if applicable).

"Professional Services" means configuration, training and such other services as may be described in an Order Form.

"Related Parties" has the meaning set forth in Section 3.

"Services" means, collectively, the provision of the Platform, the Content, and the Professional Services specified in one or more Order Form(s).

"User" means employees, agents, independent contractors and volunteers within Licensee's organization accessing the Content, Platform or Services.

"We," "Us," "Our," or "HSI" means any HSI "Affiliated Companies."

"You," "Your," or "Licensee" means the user of the Content and/or Platform if purchased on an individual basis or the company (or other legal entity) for which you are accepting this Agreement, and all Platform users of such company which may include directors, managers, officers, employees, affiliates, independent contractors, subcontractors, and agents (for which You are responsible for ensuring their compliance with this Agreement).

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2. Grant of Limited License; Restrictions

Subject to the terms of this Agreement, including but not limited to HSI's timely receipt of all fees owed by you under the Order Form(s), HSI hereby grants to Licensee a nonexclusive, non-transferable, limited, royalty-free license to use the Content and Platform along with other products and services summarized in the Order Form, during the Period of Agreement.

The Content and Platform shall be used solely for Your internal purposes only and cannot be resold, sublicensed, or used for other commercial purposes. The license is for only the specified number of users in the Order Form (additional seat licenses can be procured through an Order Form amendment signed by the Parties). Licensee is required to maintain records of all uses and users of the Content. Notwithstanding the foregoing, You acknowledge that HSI may also maintain and monitor Your uses and users for the purpose of ensuring compliance with this Agreement. HSI shall have the right to audit Licensee's usage records which shall be provided to HSI electronically upon reasonable request within 10 business days and including Licensee's access to the Content to verify compliance with this Agreement. If such audit, or HSI's internal audit, reveals that any users above the number licensed in the Order Form have enrolled in or accessed the Content or Platform during the Period of Agreement, then HSI will invoice Licensee for such additional users at the per-user price listed in the Order Form.

You may not access or use the Content or Platform for any purposes which are not consistent with applicable federal, state or local laws, rules or regulations ("Laws"). It is Your sole responsibility to determine which Laws are applicable to your particular use(s) of the Content and Platform. Any violation by you of Laws in Your use of the Content or Platform shall be deemed, immediately and retroactive to the first such use, an event of Default.

You may not access or use the Content or Platform for any directly competitive purposes, except with Our prior written consent, but in any case, you agree not to use the Content or Platform in any way that is directly competitive with HSI, namely, using it to competitively position other content or platforms, whether it be Your own or a third party's which you are associated with directly or indirectly.

2.1 Restrictions

Content provided on a DVD may not be uploaded to or stored on a computer or other storage medium by or at the direction of Licensee. Licensee shall not remove, alter, or cover (or otherwise cause or allow) any copyright notices or other proprietary rights notices placed or embedded in Content. Any editing, customization, or other modification of the Content is strictly prohibited except if through the CAT.

2.2 OSHA 10/30 Training

Students enrolled by Licensee have 180 days to complete OSHA 10 Hour and OSHA 30 Hour Training once the course has been started. Continuing education hours (CEUs) for OSHA 10 and OSHA 30 courses may only be applied for after verification by HSI of successful completion and payment by students of applicable fees. For OSHA 10 and

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OSHA 30 courses, HSI provides OSHA course completion cards to students who successfully complete the required courses for each program after HSI's receipt of the cards from OSHA.

2.3 End User Agreement. Some Content, Platform and Services require each User to agree to and accept the End User Agreement prior to accessing such Content, Platform or Services.

3. Ownership

Except as specifically set forth in this Agreement, nothing contained in this Agreement shall by express grant, implication, estoppel, or otherwise, create in Licensee any right, title, interest, or license in or to the inventions, patents, trade secrets, technical data, logos, graphics, icons and images, videos, other content, computer software, or software documentation of HSI, its Affiliated Companies, or its third party licensors (together, the "Related Parties"), as the case may be. HSI or its Related Parties, as the case may be, retain exclusive title, copyright, and all intellectual property rights in and to the Content and Platform.

Licensee may not create derivative works, decompile, reverse engineer, disassemble, or modify the Content or Platform. If You provide any suggestions, feedback, or improvements for the Content and Platform, then You grant HSI a worldwide, perpetual, irrevocable, royalty-free license to use and have others use such suggestions, feedback, and improvements for any purpose.

3.1. Federal Government End Use Provisions

Where applicable, HSI provides the Content and Platform (including related software and technology) for federal government end use solely in accordance with the following: Government technical data and software rights related to the Content and Platform include only those rights customarily provided to the public under the terms set forth in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with HSI to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

4. Term of License

The initial term of this license shall begin on the beginning date of the Period of Agreement and will continue through the last date of the Period of Agreement except as separately noted for any particular products or services in the Order Form. After the initial term of this license, this Agreement shall automatically renew for successive one (1) year periods, unless either party notifies the other party in writing of its intent to terminate this Agreement at least sixty (60) days prior to the

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expiration of the then Period of Agreement. The Fees during any automatic renewal term will increase by 5% for the applicable product or service in the immediately prior agreement term unless the pricing in the prior term was designated on the relevant Order Form as promotional or one-time. The number of Users subscribed during any automatic renewal term shall be the number of Users subscribed at the end of the previous term.

5. Default; Termination

The following shall be considered events of "Default" by You:

- Failure to make timely payment of any amounts owing under Section 7 of this Agreement and/or the Order Form, if not cured within ten (10) days of written notice;
- Failure to comply with any of the use restrictions set forth in Section 2, if not cured within ten (10) days of written notice; provided however, that there shall be no cure period for any "directly competitive purpose" activity; and
- Failure to comply with any of the restrictions or obligations set forth in Section 3, if not cured within ten (10) days of written notice; provided however, that there shall be no cure period for any attempt to decompile or reverse engineer the Content or Platform or components thereof.

In the event of an uncured Default or one which is deemed not curable, HSI may, at its option, suspend your access to the Platform and Content or terminate the Agreement and Order Form, immediately upon written notice to you.

In the event of a Default by the Licensee, HSI retains all of its rights and remedies at law, including the collection of all license fees whether due and payable now or in the future. Upon termination or expiration of the Agreement for any reason, Licensee will (a) immediately cease use of the Content, and (b) promptly, but in no case more than five (5) business days, delete any copies of the Content from its computers, servers, or other storage media. If requested by HSI, Licensee will provide HSI with a written certification of its compliance with this provision. Licensee further acknowledges and agrees that if it violates or threatens to violate any of the provisions of this Agreement, HSI or its Related Parties may suffer irreparable injury and, accordingly, HSI shall therefore be entitled to seek injunctive or other equitable relief, without posting of bond, to prevent or curtail any violation or threatened violation of this Agreement.

Licensee may terminate this Agreement by providing notice, as set forth in Section 4, in advance of the renewal of the Period of Agreement. Otherwise, Licensee may only terminate this Agreement by giving written notice to HSI of a material breach of a material term of this Agreement or Order Form by HSI which remains uncured thirty (30) days after HSI receives written notice specifying the nature of the breach.

If the Content records reside on HSI's Platform then, within ninety (90) days of termination or expiration of the Agreement, the Licensee may print, or request that HSI print, one final report of the training records for record-keeping and course content auditing purposes. After that ninety (90) day period, HSI will have no obligation to maintain any, and will have the right to delete all, training records related to the expired or terminated Agreement and HSI will have

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no further obligation to make such data available to You.

6. Confidentiality

During the term of this Agreement, HSI and Licensee may have access to confidential information relating to such matters as either party's business, trade secrets, systems, procedures, manuals, products, contracts, personnel, and clients. As used in this Agreement, "Confidential Information" means information belonging to HSI or Licensee which is of value to such party and the disclosure of which could result in a competitive or other disadvantage to either party, including, without limitation, financial information, business practices and policies, know-how, trade secrets, market or sales information or plans, customer lists, business plans, and all provisions of this Agreement. Confidential Information does not include: (i) information that was known to the receiving Party before receipt thereof from or on behalf of the Disclosing Party; (ii) information that is disclosed to the Receiving Party by a third person who has a right to make such disclosure without any obligation of confidentiality to the Party seeking to enforce its rights under this Section; (iii) information that is or becomes generally known in the trade without violation of this Agreement by the Receiving Party; or (iv) information that is independently developed by the Receiving Party or its employees or affiliates without reference to the Disclosing Party's information. Each party will protect the other's Confidential Information with at least the same degree of care it uses with respect to its own Confidential Information and will not use the other party's Confidential Information other than in connection with its obligations hereunder. Notwithstanding the foregoing, a party may disclose the other's Confidential Information if (i) required by law, regulation or legal process or if requested by any Agency; (ii) it is advised by counsel that it may incur liability for failure to make such disclosure; (iii) requested to by the other party; provided that in the event of (i) or (ii) the disclosing party shall give the other party reasonable prior notice of such disclosure to the extent reasonably practicable and cooperate with the other party (at such other party's expense) in any efforts to prevent such disclosure. Expiration or termination of the Agreement does not relieve any party from its obligations to protect confidential information received during the term of the Agreement.

7. Payment

License and other fees associated with the Content and Platform shall be set forth in the Order Form and payable in currency noted. Except as otherwise specified herein or in the Order Form, (i) fees are based on the Content and Platform purchased and/or products and services requested and not actual usage, (ii) payment obligations are non-cancelable and, unless otherwise stated herein, fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Period of Agreement. If You provide credit card information to Us, You authorize Us to charge such credit card for all products and services listed in the Order Form for the initial Period of Agreement and any renewal Period of Agreement as set forth in Section 4 (Term of License). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the Order Form. Invoiced charges

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are due and payable net thirty (30) days from the invoice date.

7.1. Purchase Orders

If a purchase order is required by Licensee, Licensee shall provide a valid purchase order within five (5) days from the execution of the applicable Order Form. Any terms and conditions on any purchase order shall not be a part of this Agreement or otherwise binding on HSI. In the event that Licensee indicates that a purchase order is required, Licensee must provide the required purchase order prior to the provisioning of any Services by HSI.

7.2. EFT or Credit Card Payments

If paying by recurring Electronic Funds Transfer (EFT) or credit card, authorization given in Order Form will remain in effect until canceled in writing. Licensee agrees to notify HSI Workplace Compliance Solutions in writing of any changes to account/credit card information or termination of authorization at least 15 days prior to the next billing date. Licensee accepts responsibility for any fees incurred by HSI to remedy unpaid amounts. If the payment dates fall on a weekend or holiday, payments may be executed on the next business day. Licensee acknowledges that the origination of EFT/Credit Card transactions must comply with the provisions of U.S. law.

7.3. Fees Less Than $1,000

Initial license fees of less than $1,000 must be paid by credit card prior to receiving access to the Content and the Platform.

7.4. Late Fees

If any invoiced amount is not received by Us by the due date, or such charge is rejected by Your credit card issuer, then without limiting Our remedies, (a) those charges may accrue late interest of 1.5% per month or the maximum allowable by law, whichever is lower, and/or (b) We may condition future renewals on payment terms shorter than those specified in this section. In addition to any unpaid fees, Licensee shall be responsible for HSI's reasonable costs of collection, including but not limited to attorney fees. We may, at our election, choose to forgo the exercise of Our rights under this section to resolve reasonable disputes, without waiving those rights.

7.5 Suspension of Services

Except with respect to any Fees disputed in good faith by Licensee, if any Fees are thirty (30) or more days overdue, HSI may, without limiting HSI's other rights and remedies, suspend Your access to the Platform and Content until such amounts are paid in full.

7.5 Taxes

Our fees do not include taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively "Taxes"). You are responsible for promptly paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate

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authorized by the appropriate taxing authority. We are solely responsible for taxes assessable against Us based on Our income, property, and employees.

8. Content Updates

At no additional cost to Licensee, HSI shall make reasonable efforts to modify the Content from time to time to reflect material changes in regulatory standards by providing updates to standard content as regulatory requirements change and by making operating improvements, in each case the timing and necessity of which shall be determined by HSI in its sole reasonable discretion ("Updates"). Updates may contain, for example, updates in response to regulatory changes, additional questions added to the "question bank", and "lessons learned" information gathered during previous years. Updates are made for the benefit of our platform and its licensed users, and not for any particular licensee; Licensee requested changes to customize Content will be available for an additional fee to be negotiated and documented in a separate written agreement between HSI and Licensee. HSI reserves the right to charge for additional functionality and modules released for Licensee's benefit, in HSI's sole but reasonable discretion.

9. Setup and Support

During the term or extended term of this Agreement, HSI shall assist Licensee with the initial setup of the Content and Platform via telephone and email support. HSI shall provide to Licensee telephone and email support and troubleshooting of the Content and Platform for the term or extended term of this Agreement. HSI will make reasonable efforts to accommodate Licensee's scheduling requests, subject to HSI's available resources. Any additional troubleshooting or support, including but not limited to on-site support, is subject to additional fees.

10. Platform Upgrades (if applicable)

At no additional cost to Licensee, HSI shall provide updates necessary, in HSI's reasonable judgment, to maintain the functionality of the Platform with commonly used software platforms and web browsers. Upgrades to the then current version of the Platform product, as well as some additional Platform features, may be offered from time to time by HSI at an additional cost.

11. No Dependence on Future Functionality. Licensee agrees that it is not entering into this Agreement or any Order Form contingent on the provision of any future functionality relating in any way to the Services unless expressly provided in an Order Form and no statement or other information made or provided orally or otherwise shall be binding unless specifically set forth in an Order Form.

12. Onsite Safety Inventory Services (if applicable)

HSI and Licensee must work closely together during the planning stage, the site visit, and afterward to ensure successful completion of the Onsite Safety Inventory Services (OSI).

12.1. Site Visit Requirements

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- HSI will supply its standard protective gear, including steel-toed shoes, hearing and eye protection, gloves, and Hi-Visibility vest ("Standard PPE"). If Licensee's facility requires the use of protective gear other than the Standard PPE, Licensee shall supply such gear for the HSI technician(s) at its expense.
- HSI will contact Licensee a minimum of 7 days prior to inventory to arrange meeting places, times, and review any last-minute information.
- Licensee is solely responsible for ensuring that all areas of the facility which HSI will visit are reasonably safe for the purposes described herein, and otherwise compliant with applicable health, safety and environmental laws, rules and regulations, including but not limited to latent risks, whether known or unknown.
- Licensee shall maintain "all-risk" insurance coverages for its facility which adequately cover the activities of Licensee and HSI with respect to the Order Form, and Licensee will, prior to the visit, provide HSI with proof of such insurance, including a certificate of additional insured endorsement.
- Licensee must assign an escort for all OSI site visits and provide HSI with the escort's contact information in advance. The escort must be knowledgeable about the location of chemicals at the facility. Licensee must confirm the escort for any scheduled date of service a minimum of 24 hours prior to the date scheduled for such service. Timely arrival of the escort is important to successful completion of the OSI. Wait time will be charged against the day count and may affect completion of inventory within the estimated time.
- Licensee must ensure that all cabinets, cages, rooms, etc., at the facility are accessible for the HSI technician. Licensee must ensure all areas to be inventoried are free of debris, and that it is safe in all areas to shift or move objects as needed to reach all containers. HSI reserves the right to stop inventory related activities until any situation identified by HSI as unsafe is remedied.
- Licensee must supply to HSI the following information at least 14 days in advance of the scheduled date of service: any Licensee policies applicable to the OSI site visit, including without limitation, any required badging, safety training, or certificates.
- Licensee must supply to HSI the following information on the scheduled date of service: (a) list of all large storage tanks, either aboveground or in-ground to include product name, manufacturer, plus location of tank (if performing a quantitative inventory, the maximum capacity of each tank will also be required); and (b) detailed maps of the facility identifying the areas to be inventoried.
- Any change in scope of the areas to be inventoried may result in an increase in the cost for the site visit. Any change in scope will be documented and submitted to Licensee for approval.

12.2. Post-Site Visit Chemical Inventory Review

- HSI will provide Licensee with an inventory report within 14 days of completion of the project ("Inventory Report"). The Inventory Report will include: (a) number and list of new products found (i.e. products not in Licensee or HSI database); (b) number and list of products found in Licensee database; (c) number and list of products found in HSI database; (d) location of products found; and (e) records

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associated to Licensee's location or facility for which HSI does not find a corresponding product during the onsite inventory process.

- Licensee administrators will have the ability to view the status of new Safety Data Sheet (SDS) acquisitions via the SDS Refresh tool, available on Licensee's website or portal, as applicable.
- Records not found during the inventory process must either be archived or flagged to remain in active status shortly after Licensee's receipt of the Inventory Report. Accordingly, within 30 days of Licensee's receipt of the Inventory Report, Licensee is required to: (a) review the records that do not have a corresponding product identified in the Inventory Report; (b) for each record that does not have a corresponding product, decide to either archive such record or keep such record in active status; (c) make a determination as to whether Licensee will handle any required follow up action itself or have HSI take such action (in which case Licensee must specify in a written document the specific follow up actions it is requesting HSI to take ("Follow Up Request")); and (d) provide HSI with written notice of any Follow-Up Request. If no Follow-Up Request is provided, Licensee shall be responsible for acquisition and submission of new or updated SDS at the cost outlined in the Order Form for SDS Management.

12.3. Service Cancellation; Termination Charges

Licensee may cancel a scheduled OSI visit any time prior to the scheduled date of service by providing HSI with a written notice of the intent to cancel (email is acceptable). Termination charges apply as follows: Licensee will not incur any cancellation charges if written notification is provided at least 14 days prior to the scheduled date of service; if cancelled with less than 14 days' prior notice, Licensee will incur scheduled travel expenses for HSI technician(s), plus 20% of scheduled day fees; if cancelled with less than seven (7) days' prior notice, Licensee will incur scheduled travel expenses for HSI technician(s), plus 50% of scheduled day fees; or if Licensee fails to confirm the escort for any scheduled date of service at least 24 hours in advance of the date of service, HSI cannot perform the service on the scheduled date, and Licensee will incur 100% of the scheduled day fees.

12.4. Licensee Delay

If HSI's performance of its obligations under the Order Form is prevented or delayed by any act or omission of Licensee, HSI shall not be deemed in breach of its obligations under the Order Form or otherwise liable for any costs, charges or losses sustained or incurred by Licensee as a result of such prevention or delay.

12.5. Travel Arrangements

HSI will make travel arrangements for HSI employees visiting Licensee's facility.

12.6. Representations and Warranties

HSI represents and warrants to Licensee that: (a) it shall perform the OSI using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards

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for similar services; (b) shall perform the OSI in compliance with, all applicable laws; and (c) the OSI provided under the Order Form will conform in all material respects with the requirements or specifications stated on the Order Form. Licensee represents and warrants to HSI that (a) all Licensee information, data, or materials provided by Licensee and used directly or indirectly in the provision of OSI is accurate and suitable for the purposes for which it is used in relation to the OSI and conforms to all relevant legal or industry standards or requirements, and that it will promptly notify HSI of any error therein; and (b) it shall devote adequate resources to meet its obligations under the Order Form. All other warranties, express or implied, are disclaimed.

13. SDS Authoring Services (if applicable)

13.1. SDS Definitions

"Authoring Process Document" means a document generated by HSI that captures Licensee specific information learned by HSI during the process of developing SDS for Licensee.

"Authoring Services" means technical, consulting and other services identified in Exhibit A of the Order Form.

"Pre-Existing Materials" means any data, formulas, know-how, calculations, compositions, programs, technology, and any other knowledge or information developed or otherwise created by or for HSI prior to the Authoring Services, outside the scope of the Authoring Services, or that have general applicability to HSI's business, including all modifications, improvements, or enhancements thereto and derivative works thereof.

"Safety Data Sheet" or "SDS" means a document, required under the Global Harmonized System, or GHS, that is intended to provide comprehensive information about the ingredients included in a substance or mixture used in the workplace.

13.2. Scope of Services

13.2.1. Services and Deliverables. HSI may provide Authoring Services to Licensee. As applicable, Licensee shall provide information, data, and other materials necessary for HSI to perform the Authoring Services, including, without limitation, Licensee Details, Product Details and any other information necessary for SDS document completion ("Licensee Materials"). Authoring Services may include development of documents for Licensee, including SDS, labels, and the Authoring Process Document, all using Licensee Materials (collectively "Deliverables"). HSI shall use commercially reasonable efforts to observe the delivery schedule for draft Deliverables identified in Exhibit A of the Order Form, delivery time is approximate and dependent upon HSI's timely receipt of Licensee Materials. Unless otherwise agreed to in writing, Revisions and Deliverables arising out of Add-On Authoring Services shall be delivered within a commercially reasonable time.

13.2.2. Acceptance and Rejection. If a Deliverable does not materially comply with the specifications for such Deliverable set forth in Exhibit A of the Order Form, Licensee may reject such Deliverable by written notice of rejection. Such notice shall specify the nature of the deficiencies in the Deliverable. Notice of

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rejection must be received by HSI during the Acceptance Period. HSI shall, on receipt of a notice of rejection, act diligently to correct any deficiencies. Licensee's failure to provide a timely notice of rejection shall constitute Licensee's acceptance of the Deliverable.

13.2.3. Revisions. HSI, in its sole determination, shall classify each set of proposed changes requested by Licensee as a "Major Revision" or a "Minor Revision" as set forth in Exhibit A of the Order Form.

13.3. Rights in Materials

All Licensee Materials are, and shall remain, the sole and exclusive property of Licensee. All Deliverables shall be the sole and exclusive property of Licensee. To this end, creation of the Deliverables pursuant to Exhibit A of the Order Form shall be on a "work-made-for-hire" basis (as defined in the United States Copyright Act (17 U.S.C. 101, et. seq.) to the maximum extent permitted by law. Any portion of or rights related to the Deliverables that cannot be considered work-made-for-hire are hereby assigned to Licensee. Licensee grants HSI a perpetual, irrevocable right to use the knowledge, methodologies, processes, data, documents, software, know-how, and other material gained or created in connection with the Authoring Services in furtherance of its business. In the event a Deliverable includes any Pre-Existing Materials, HSI grants to Licensee a non-exclusive, non-transferable license to use such Pre-Existing Materials solely as part of and in connection with such Deliverable. Licensee acknowledges and agrees that such Pre-Existing Materials shall remain the sole and exclusive property of HSI.

13.4. LICENSEE OBLIGATIONS

13.4.1. Licensee Information. Licensee acknowledges and agrees that HSI's performance of the Authoring Services is: (a) dependent upon the accuracy of the information provided by Licensee; and (b) contingent upon Licensee's timely and effective performance of its responsibilities, decisions, and approvals and that HSI may rely upon all decisions and approvals of the Licensee, including, without limitation, the Licensee Representative as designated in Exhibit A of the Order Form.

13.4.2. Review of Deliverables. Licensee acknowledges that: (a) it is the sole responsibility of the Licensee to assess the suitability of the Deliverables during the Acceptance Period; and (b) acceptance of a Deliverable shall constitute Licensee's certification as to the accuracy, completeness, and usefulness of such Deliverable for Licensee's intended purposes.

13.4.3. Compliance with Law. Licensee is at all times solely responsible for compliance with any relevant statute, law, ordinance, regulation, or other requirement or rule of law which may relate to the Authoring Services or Deliverables.

13.5. HSI OBLIGATIONS

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13.5.1. Compliance with Licensee Policies. HSI will comply with policies of Licensee applicable to the provision of the Authoring Services to Licensee that are communicated to HSI in writing, including security procedures concerning systems and data and remote access thereto.

13.5.2. HSI Personnel. HSI is responsible for all HSI personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

14. Incident Management (if applicable)

Licensee is solely responsible for data verification and submission of reports to state and federal regulatory agencies, including without limitation federal and state OSHA offices. Licensee shall comply with applicable Laws in connection with its use of Incident Management. The Incident Management system is provided to Licensee as a general tool and is not a substitute for Licensee's own assessment of requirements of law or Licensee's internal processes and procedures. Licensee is solely responsible for report submission, data verification, and regulatory compliance.

15. Chemical Management Solution (if applicable)

Licensee shall obtain and maintain all necessary licenses and consents in compliance with Laws, in all cases before the date on which the services are to start.

16. Environmental Health & Safety System (if applicable)

16.1 Definitions.

- "API" means application programming interface.
- "Customer Data" means all electronic data or information submitted by a Licensee to the Platform.
- "Disabling Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- "Documentation" means any proprietary information or documentation made available to a Licensee by HSI for use with the Platform, including any documentation available online through the Platform dashboard or otherwise.
- "Usage Limits" means usage of the system may be limited by Apps/Modules, Worker, User or Contractor or as specified in the relevant Order form.
  (a) **"**Workers Included" refers to the total number of paid user accounts on Per Worker subscriptions. All Users added to the EHS application with the exception of User Types Contact, Medical Practitioner and Visitor will count towards the total Workers Included for the subscription.
  (b) "Users Included" refers to the total number of paid user accounts on Per User subscriptions. All Users that login and use the Platform will count towards the total Users Included for the subscription.
  (c) "Contractors Included" refers to the total number of paid contractor user accounts on Per Contractor subscriptions. All Users added to the EHS

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application of User Type Contractor will count towards the Total Contractors Included for the subscription.

(d) "Apps Included" refers to the number and type of paid EHS Applications and/or modules included in your Subscription.

- "Third Party Applications". HSI may offer Licensee the ability to use third-party applications in combination with the Platform. Any third-party applications will be subject to acceptance by the Licensee. In connection with any such third-party application agreed to by the Licensee, the Licensee acknowledges and agrees that HSI may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Platform. The use of a third-party application with the Platform may also require the Licensee to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern the Licensee's use of such third-party application.

16.2 Responsibilities; Restrictions

16.2.1. HSI Responsibilities.

HSI will provide the Platform to the Licensee during the Term in accordance with this Agreement.

16.2.2. Licensee Responsibilities.

Licensee is responsible for all activity that occurs under its accounts by or on its behalf. Licensee agrees to:

(a) be solely responsible for all User activity, which must be in accordance with this Agreement and the documentation

(b) be solely responsible for Customer Data (other than with respect to the HSI obligations set forth in the Agreement)

(c) obtain and maintain during the Term all necessary consents, agreements and approvals from individuals or any other third parties for all actual or intended uses of information, data or other content Licensee will use in connection with the Services

(d) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services and notify HSI promptly of any known unauthorized access or use, and

(e) use the Services only in accordance with applicable laws and regulations.

16.2.3. Restrictions.

The Licensee will not:

(a) use, or permit the use of, the Services except as expressly authorized under this Agreement or the Documentation,

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(b) interfere with or disrupt the integrity or performance of the Platform or any third-party application or third-party data or content contained therein, or

(c) disrupt, disable, translate, decompile, or reverse engineer the Services, or

(d) take any other action with respect to the Services not expressly permitted under this Agreement or the Documentation.

16.3 Proprietary Rights

16.3.1 HSI Ownership.

Subject to any rights expressly granted to the Licensee in the Agreement, HSI and its licensors, as applicable, reserve all right, title and interest in and to the Services, including information related to the provision of HSI's Services presented in any form and intellectual property rights (HSI Intellectual Property).

16.3.2. Licensee Ownership and Licenses.

As between HSI and the Licensee, the Licensee owns all rights, title and interest in and to:

(a) all Customer Data; and

(b) any information supplied by the Licensee to HSI as may be specified in any Order Form (collectively, Licensee Materials). The License grants HSI a non-exclusive, non-transferable, royalty free, non-sub-licensable (except as needed for the provision of Services or as set forth herein) worldwide right to access and use Licensee Materials solely to provide the Services to the Licensee at Licensee's request. No other rights or implied licenses in Licensee Materials are granted to HSI other than as expressly set forth herein.

16.3.3 Feedback and Derivative Works.

Licensee is not required to provide:

(a) any suggestions, enhancement requests, recommendations or other feedback (Feedback); or

(b) any ideas, technology, developments, derivative works or other intellectual property (Derivative Works) related to the Services or any test features, services or products to which it is given access. If it does so, the Licensee grants HSI a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, or incorporate into any of its services, any Feedback or Derivative Works. The Licensee may only create Derivative Works relating to the Services or any test features, services or products to which it is given access, with the prior written consent from HSI.

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17. Professional Services

17.1 Availability of Licensee Resources.

The Licensee will make available to HSI certain Licensee personnel, business information and other relevant information as reasonably required by HSI in the performance of any Professional Services hereunder or as specified in any applicable Order Form. Licensee will ensure that competent personnel are available during normal working hours to provide information and other support to HSI while providing Professional Services. The Licensee acknowledges that the timeliness or provision of Professional Services may be dependent on its personnel availability and cooperation.

17.2 Personnel.

HSI may choose to change any personnel assigned to your account or the Professional Services at any time for any or no reason in its sole discretion. Unless otherwise agreed by HSI, all Professional Services are performed remotely. For Professional Services performed at Licensee premises, the Licensee will reimburse HSI all reasonable costs for expenses incurred in connection with the Professional Services. Professional Services are non-cancellable, and all fees for Professional Services are non-refundable.

17.3 Hours and Deliverables.

If there are a specific number of hours included in the Professional Services purchased, those hours will expire at the end of the contracted delivery period. If there are deliverables included in the Professional Services purchased, it is estimated that those deliverables will be completed within the contracted delivery period. If the Professional Services provided are not complete at the end of the contracted delivery period due to the Licensee's failure to make the necessary resources available to HSI or to perform the Licensee's obligations, such Professional Services will be deemed to be complete at the end of the contracted delivery period. If the Professional Services provided are not complete at the end of the contracted delivery period due to HSI's failure to make the necessary resources available to the Licensee or to perform HSI's obligations, the contracted delivery period will be extended to allow HSI to complete such Professional Services.

17.4 Time and Materials.

For time and materials-based services the Licensee will be billed for Services provided on an hourly basis at the agreed upon hourly rate. The Licensee will provide HSI an advance payment as set forth in the Order Form. Once received, this advance will be held to pay for the incurred costs on the project. When the incurred costs are greater than the advance, HSI may either request an additional advance or issue an invoice for the additional hours incurred. HSI is not obligated to continue the work and may stop work if the monthly invoices are not paid on a timely basis. The Licensee must pay all past due invoices in full prior to reinstatement of work.

17.5 Compliance with Licensee or HSI Rules.

If applicable, while on the premises of the other Party for training or other services, each Party will take reasonable measures to have its personnel comply with the other Party's reasonable rules and policies regarding safety, security, and conduct made

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known to such Party, and will at Licensee's request promptly remove from the project any of its personnel not following such rules and regulations.

18. Insurance

HSI shall maintain the following insurance:

(a) Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence and $2,000,000 in the aggregate
(b) Automobile Liability Insurance with a minimum limit of $1,000,000 combined single limit per accident;
(c) Workers' Compensation and Employers' Liability Insurance with a minimum limit of $1,000,000 per statute;
(d) Cyber and Professional Liability Insurance with a minimum limit of $1,000,000 per claim and $5,000,000 aggregate;
(e) Umbrella Liability with a minimum limit of $5,000,000 per occurrence and $5,000,000 in aggregate. This umbrella coverage only applies to sections 18(a), 18(b) and 18(c).

Certificates of insurance evidencing the required coverage and limits shall be furnished to the Licensee upon written request. HSI shall provide thirty (30) days' written notice to Licensee in the event of cancellation, non-renewal or material change.

19. Limited Warranty; Disclaimers; Limitations of Liability

HSI warrants that if the Platform and Content fails to substantially conform to the specifications in our online guides or online help, and the non-conformity is promptly reported in writing by Licensee with reasonable specificity so as to allow HSI to attempt to cure the non-conformity, then HSI shall, in its sole discretion, either substantially remedy the nonconformity within thirty (30) days after written notice from Licensee, procure a substantially similar substitute product at no additional charge to Licensee, or refund the purchase price for the affected product to Licensee. In the event of a refund, the license granted under this Agreement shall immediately terminate. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE CONTENT AND PLATFORM ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGMENT OR FITNESS FOR A PARTICULAR PURPOSE. HSI DOES NOT WARRANT THAT THE CONTENT AND/OR PLATFORM WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE IN ALL INSTANCES.

The software is provided to You as a general tool and is not a substitute for Your own professional assessment of requirements of law or Your internal processes and procedures. You are solely responsible for report submission, data verification and regulatory compliance.

We have made reasonable efforts to present the material accurately, given the current information available when the Content and Platform was created, however, it is not possible or even reasonably practical for all variables posed by on-the-job application of this information to be covered in the Content and/or Platform. Therefore, Licensee acknowledges that it has sole responsibility for ensuring the appropriateness and completeness of the Content and/or Platform as applied to its operational requirements, and to provide adequate training, including but not limited to safety training, to its staff and others to whom Licensee

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provides training.

HSI and any Related Parties shall not in any case be liable for any type of loss or damage arising from the Content or use of the Content or Platform, including but not limited to links to or from Our Content, and errors or omissions in the Content, whether or not advised of the possibility of such damages. Licensee hereby agrees to hold HSI and the Related Parties harmless from and against any costs, claims, losses and other liabilities incurred by Licensee based on its use or inability to use the Content and/or Platform. The liability of HSI arising out of any kind of legal claim (including, but not limited to, claims sounding in contract, tort, strict liability, breach of warranty, or otherwise) will not in any case exceed the amount You paid for the most current annual license fee noted on Your Order Form.

20. Indemnity

20.1. Indemnity by HSI

HSI agrees to indemnify and hold harmless Licensee from and against any and all liabilities, claims, and expenses including reasonable attorneys' fees, arising from any third party claims that the Content and Platform (excluding any Licensee additions, deletions, or other customizations) infringes or misappropriates any presently existing United States patent held by such third party, provided that You promptly notify HSI in writing of any such claim, suit, or proceeding and permit HSI to control the defense or settlement thereof and cooperate in the defense or settlement thereof. This indemnity shall not apply to the extent that You or any of your employees or representatives alter, or that You request HSI to alter, the Content or Platform and such alteration is a contributing factor in the alleged infringement or misappropriation.

HSI will have the option, at its expense, to employ counsel of its own choosing to defend against such claim and to compromise, settle, or otherwise dispose of the claim; provided, however, that no compromise or settlement of any claim admitting liability of or imposing any obligations upon You may be affected without Your prior written consent. You shall have the option to be represented by counsel at Your own expense.

Should the Content or Platform become, or in HSI's opinion be likely to become, the subject of an infringement claim covered by the indemnity set forth above, HSI may, at its sole option and expense, do one of the following: (a) procure for You the right to continue using the affected Content or Platform; (b) replace with non-infringing alternatives or modify the relevant affected material so that it becomes non-infringing; or (c) terminate this Agreement, or remove the affected Content or Platform from the Agreement, and refund to You any pre-paid fees where the affected Content or Platform was not started, delivered or completed, as applicable, prior to the effective date of such termination.

The provisions of this section constitute your sole and exclusive remedy under this Agreement with respect to any claim of misappropriation or infringement of any intellectual property right of any third party.

20.2. Indemnity by Licensee

Docusign Envelope ID: BB6F10A2-F41A-48C6-A672-466925C2D196

P: 800.447.3177 F: 541.344.7429
6136 Frisco Square Blvd Ste 285 • Frisco, TX 75034

You agree to indemnify and hold harmless HSI and its Related Parties from and against any and all liabilities, claims, and expenses, including reasonable attorneys' fees, arising from Your breach of any part of this Agreement, Your misuse of the Content and Platform or any internet site linked to or from the Content. You also agree to indemnify and hold harmless HSI from and against any and all liabilities, claims, and expenses, including reasonable attorneys' fees, arising from any third party claim that results from HSI's use of materials which You voluntarily submit to HSI for inclusion in the Content or Platform (e.g. customizing the Platform and/or Content for your intended use), provided that HSI promptly notifies You in writing of any such claim, suit, or proceeding and permit You to control the defense or settlement thereof and cooperate in the defense or settlement thereof.

You will have the option, at Your expense, to employ counsel of Your choosing to defend against such claim and to compromise, settle, or otherwise dispose of the claim; provided, however, that no compromise or settlement of any claim admitting liability of or imposing any obligations upon HSI may be affected without Our prior written consent. HSI shall have the option to be represented by counsel at Our own expense.

21. Assignment

This Agreement may not be assigned or otherwise transferred by either party in whole or in part, by operation of law or otherwise, without the express prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, that either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that such party (a) is not a direct competitor of the non-assigning party, and (b) the assignee agrees in writing, prior to the consummation of the change in control event, to the assignment and assumption of this agreement, including the obligations set forth herein. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement immediately upon written notice. Subject to the foregoing, this Agreement shall benefit and be binding upon the respective successors and permitted assigns of the parties hereto.

22. Other Services

HSI may also provide other services such as custom development services to Licensee. Any such services or requirements not expressly stated in this Agreement are outside the scope of this Agreement and only will be provided by HSI subject to the terms of a separate written agreement executed by both parties.

23. Publicity

If You enter into this Agreement, You agree that HSI may disclose to the public that You are a paying user of the Content and/or Platform. You further agree that HSI may reference You on the customer section of HSI's website and in other marketing materials and presentations until such time as Your use of the Content and/or Platform is discontinued.

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P: 800.447.3177 F: 541.344.7429
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24. Severability

If any part, term, or provision of the Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining provisions shall not be affected thereby.

25. Choice of Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflicts of laws principles and any action brought to enforce any provision or obligation hereunder shall be brought in a court of competent jurisdiction in or serving Osceola County, Florida, and You hereby submit to such personal jurisdiction. The substantially prevailing party in any such proceeding shall be entitled to receive from the other party all reasonable attorneys' fees incurred by such prevailing party and all costs reasonably incurred in connection therewith.

26. Notification of Changes

This Agreement is the entire agreement between You and Us regarding your use of the Content and/or Platform and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) which is inconsistent with this Agreement is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form,(2) this Software License Agreement and (3) the End User License Agreement.

27. Force Majeure

Neither party shall be in default by reason of any failure in the performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, third-party computer or telecommunications equipment or software failures, default by subcontractors or suppliers, acts of God or of the public enemy, domestic or foreign governmental acts, labor, fire, flood, epidemic, pandemic and/or strikes.

28. Independent Contractors

The parties are and will remain independent contractors. Neither party has any authority to act on behalf of the other party or to bind it and in no event will the parties be construed to be partners, employer-employee, or agents of each other.

29. Entire Agreement

This Agreement, with any associated Order Form, constitutes the entire agreement between HSI and Licensee with respect to Your use of the Content and Platform and the parties acknowledge that they have not relied on any representations outside of this Agreement in deciding to enter into this Agreement. The failure or delay of either party to strictly enforce any of the terms and conditions in this Agreement shall not be construed as a waiver of any

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right to enforce any prior, concurrent, or subsequent defaults.

ITEM 7.K
Knightsbridge Phase 2A & 2B – Subdivision Final Acceptance

Request

Acceptance of the subdivision improvements for Knightsbridge Phase 2A & 2B.

Explanation

The developer, Lennar Homes, LLC, is requesting acceptance of the subdivision improvements for Knightsbridge Phase 2A & 2B (DRC# SR-22-0014). Construction has been deemed substantially complete, with all inspections conducted and finalized in accordance with the City's subdivision site improvement, inspection, and certification procedures (LDC §14-3-43). The fee-simple subdivision is located at the end of Golden Knight Boulevard. Required improvements with this development include paving, grading, drainage, water, sewer, landscaping, amenities, and street lighting. The subdivision roads, ponds, and open-space tracts have been dedicated to and will be maintained by the Knightsbridge Community Development District and Knightsbridge Master Property Owners Association, Inc., as applicable.

The owner has posted a maintenance bond in the amount of $285,004.75 to ensure the satisfactory condition of the required subdivision improvements for a period of one year from formal acceptance by the City Commission. Acceptance is recommended contingent upon submittal of a fully executed lighting agreement with Duke Energy and confirmation that all streetlight installations meet City of Kissimmee requirements. The City Commission previously approved the final plat with performance guarantee for this subdivision (DRC# SR-23-0007) on May 21, 2024.

Recommendation

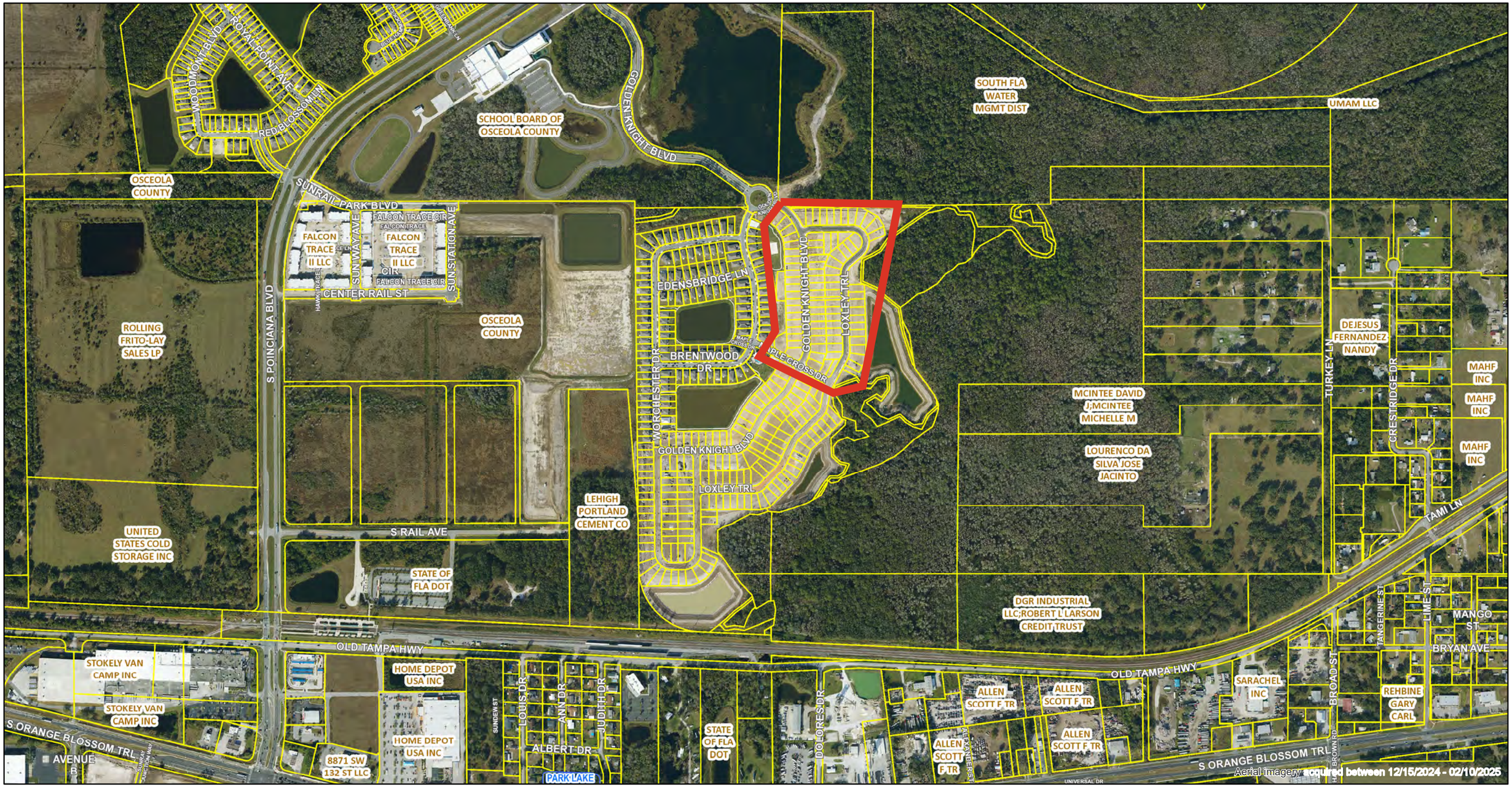
Approval to accept the subdivision improvements for Knightsbridge Phase 2A & 2B.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. Knightsbridge Phase 2A & 2B Vicinity Map
2. Knightsbridge Phase 2A & 2B Maintenance Bond



Knightsbridge Phase 2A & 2B – Subdivision Final Acceptance (DRC# SR-22-0014)

Date Generated: 5/28/2025

0 485 970 1,940 2,910 3,880 Feet

This map was prepared for the Osceola CountyProperty 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

FIDELITY GUARANTY AND ACCEPTANCE CORP.
5505 WATERFORD DISTRICT DRIVE, 7TH FLOOR WEST
MIAMI, FLORIDA 33126
PHONE (305)553-8724



APRIL 14, 2025

IRREVOCABLE LETTER OF CREDIT NO. FGAC-25274

BENEFICIARY:	**CITY OF KISSIMMEE** **101 CHURCH STREET, SUITE 110** **KISSIMMEE, FL 34741**
APPLICANT (DEVELOPER):	**LENNAR HOMES, LLC** **6675 WESTWOOD BOULEVARD, 5TH FLOOR** **ORLANDO, FL 32821**
AMOUNT:	**USD $285,004.75 (TWO HUNDRED EIGHTY-FIVE THOUSAND FOUR AND 75/100 US DOLLARS)**
EXPIRATION DATE:	**APRIL 13, 2026**
PROJECT:	**KNIGHTSBRIDGE PHASE 2A, 2B (SR-22-0014)**

GENTLEMEN:

BY ORDER OF APPLICANT, WE HEREBY ESTABLISH THIS IRREVOCABLE LETTER OF CREDIT NUMBER FGAC-25274 IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON FIDELITY GUARANTY AND ACCEPTANCE CORP. UP TO AN AGGREGATE AMOUNT OF TWO HUNDRED EIGHTY-FIVE THOUSAND FOUR AND 75/100 US DOLLARS (USD $285,004.75), AVAILABLE BY YOUR SIGHT DRAFT(S) DRAWN ON US. WE ARE INFORMED THAT THIS LETTER OF CREDIT IS TO GUARANTEE MAINTENANCE OF IMPROVEMENTS TO PROJECT, AS REQUIRED PURSUANT TO THE APPROVED PLANS.

YOUR SIGHT DRAFT(S) MUST BE ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY; AND BY A SIGNED STATEMENT FROM THE CITY OF KISSIMMEE ENGINEER CERTIFYING THAT EITHER: (A) THE MAINTENANCE OF THE IMPROVEMENTS CALLED FOR IN THE APPROVED PLANS AND CITY OF KISSIMMEE LAND DEVELOPMENT CODE HAS NOT BEEN COMPLETED FOR THE PROJECT KNOWN AS KNIGHTSBRIDGE PHASE 2A, 2B (SR-22-0014) BY THE APPLICANT, AND STATING THE AMOUNT DUE TO CITY OF KISSIMMEE (THE "CITY"); OR (B) THE CITY HAS RECEIVED NOTICE OF NON RENEWAL FROM FIDELITY GUARANTY AND ACCEPTANCE CORP. THAT THIS LETTER OF CREDIT WILL NOT BE AUTOMATICALLY EXTENDED BEYOND THE CURRENT EXPIRATION DATE AND THE OBLIGATIONS ARE STILL OUTSTANDING AND AN ACCEPTABLE REPLACEMENT SECURITY OR LETTER OF CREDIT HAS NOT BEEN PROVIDED.

DRAFT(S) MUST BE DRAWN ON OR BEFORE ISSUER'S CLOSE OF BUSINESS ON APRIL 13, 2026, AND EACH DRAFT MUST BE MARKED "DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NUMBER FGAC-25274".

IT IS A CONDITION OF THIS IRREVOCABLE LETTER OF CREDIT THAT IT SHALL AUTOMATICALLY EXTEND FOR SUCCESSIVE ONE YEAR PERIODS FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS ISSUER PROVIDES WRITTEN NOTICE TO THE CITY NO LATER THAN FORTY-FIVE (45) DAYS PRECEDING THE CURRENT EXPIRATION DATE OF ITS INTENT NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE EXPIRATION DATE.

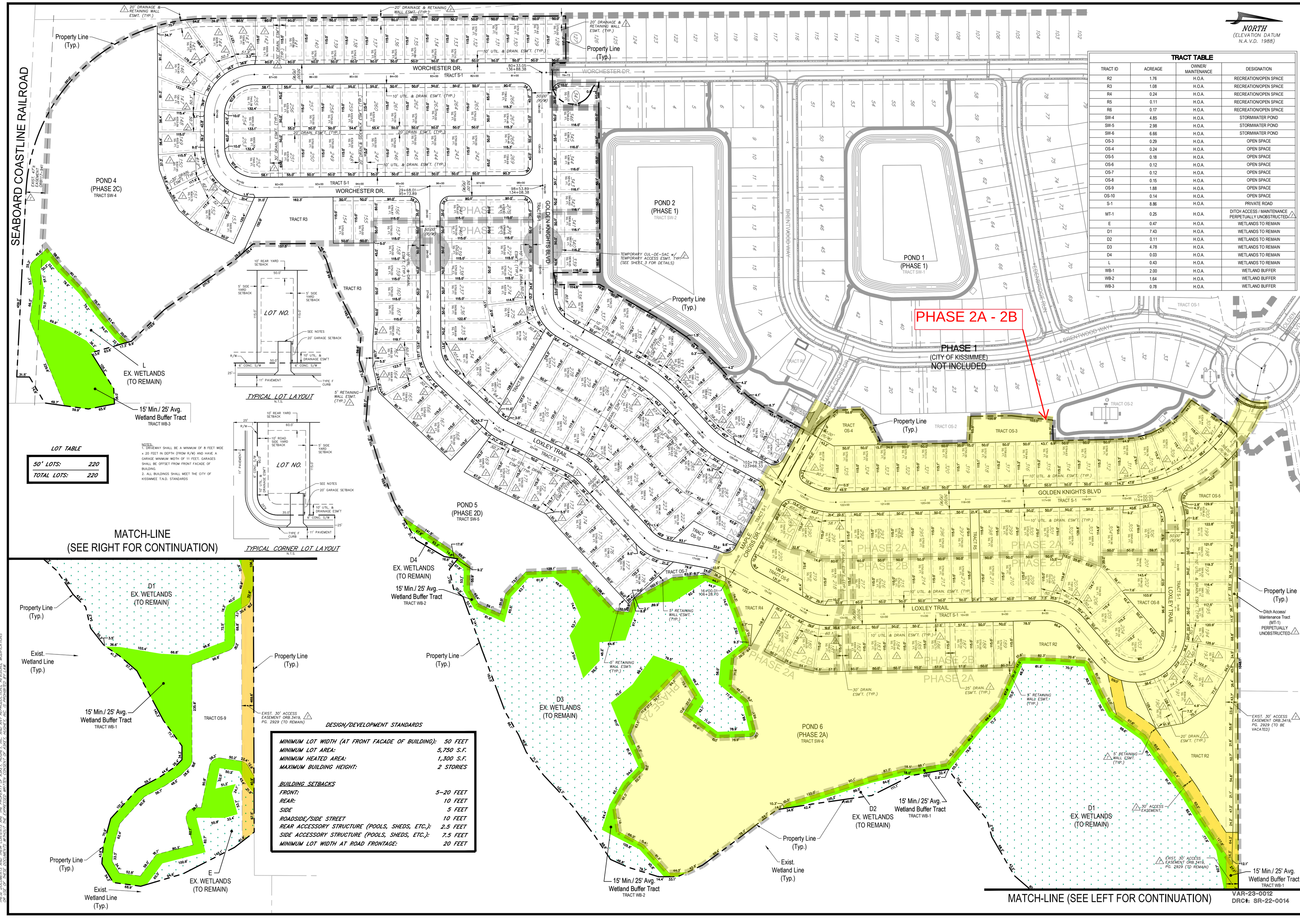
IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THE SUBDIVISION IMPROVEMENTS TO THE SATISFACTION OF THE CITY, AS EVIDENCED BY WRITTEN ACCEPTANCE OF THE REQUIRED IMPROVEMENTS FOR THE PROJECT, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS ISSUER MARKED "CANCELLED."

WE HEREBY AGREE THAT DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TOGETHER WITH THE DOCUMENTS REQUIRED HEREIN TO FIDELITY GUARANTY AND ACCEPTANCE CORP. 5505 WATERFORD DISTRICT DRIVE, 7TH FLOOR WEST, MIAMI, FLORIDA 33126, IF PRESENTED BEFORE OUR CLOSE OF BUSINESS ON OR BEFORE THE EXPIRATION DATE.

VERY TRULY YOURS,

FIDELITY GUARANTY AND ACCEPTANCE CORP.

WILLIAM O'REARDON, AUTHORIZED AGENT



TRACT TABLE

TRACT ID	ACREAGE	OWNER/ MAINTENANCE	DESIGNATION
R2	1.76	H.O.A.	RECREATION/OPEN SPACE
R3	1.08	H.O.A.	RECREATION/OPEN SPACE
R4	0.24	H.O.A.	RECREATION/OPEN SPACE
R5	0.11	H.O.A.	RECREATION/OPEN SPACE
R6	0.17	H.O.A.	RECREATION/OPEN SPACE
SW-4	4.85	H.O.A.	STORMWATER POND
SW-5	2.98	H.O.A.	STORMWATER POND
SW-6	6.66	H.O.A.	STORMWATER POND
OS-3	0.29	H.O.A.	OPEN SPACE
OS-4	0.24	H.O.A.	OPEN SPACE
OS-5	0.18	H.O.A.	OPEN SPACE
OS-6	0.12	H.O.A.	OPEN SPACE
OS-7	0.12	H.O.A.	OPEN SPACE
OS-8	0.15	H.O.A.	OPEN SPACE
OS-9	1.88	H.O.A.	OPEN SPACE
OS-10	0.14	H.O.A.	OPEN SPACE
S-1	8.86	H.O.A.	PRIVATE ROAD
MT-1	0.25	H.O.A.	DITCH ACCESS / MAINTENANCE PERPETUALLY UNOBSTRUCTED
E	0.47	H.O.A.	WETLANDS TO REMAIN
D1	7.43	H.O.A.	WETLANDS TO REMAIN
D2	0.11	H.O.A.	WETLANDS TO REMAIN
D3	4.78	H.O.A.	WETLANDS TO REMAIN
D4	0.03	H.O.A.	WETLANDS TO REMAIN
L	0.43	H.O.A.	WETLANDS TO REMAIN
WB-1	2.00	H.O.A.	WETLAND BUFFER
WB-2	1.64	H.O.A.	WETLAND BUFFER
WB-3	0.78	H.O.A.	WETLAND BUFFER

DESIGN/DEVELOPMENT STANDARDS

MINIMUM LOT WIDTH (AT FRONT FACADE OF BUILDING):	50 FEET
MINIMUM LOT AREA:	5,750 S.F.
MINIMUM HEATED AREA:	1,300 S.F.
MAXIMUM BUILDING HEIGHT:	2 STORIES
BUILDING SETBACKS	
FRONT:	5–20 FEET
REAR:	10 FEET
SIDE	5 FEET
ROADSIDE/SIDE STREET	10 FEET
REAR ACCESSORY STRUCTURE (POOLS, SHEDS, ETC.):	2.5 FEET
SIDE ACCESSORY STRUCTURE (POOLS, SHEDS, ETC.):	7.5 FEET
MINIMUM LOT WIDTH AT ROAD FRONTAGE:	20 FEET

THESE DOCUMENTS AND THEIR CONTENTS ARE THE PROPERTY OF ASKEY, HUGHEY, INC. AND ANY REPRODUCTIONS, REVISIONS, MODIFICATIONS OR USE OF THESE DOCUMENTS WITHOUT THE EXPRESSED WRITTEN CONSENT OF ASKEY, HUGHEY, INC. IS PROHIBITED BY LAW.

Askey Hughey, Inc.
Civil Engineering / Land Planning
Certificate of Authorization Number: 26233
25 E. 13th Street Suite 9, St. Cloud, Fl 34769
Phone: (407) 957-3308 • Fax: (407) 957-1019

NO	DATE	DESCRIPTION	BY
		REVISIONS	
1	9/26/2023	REVISED PER CITY of KISSIMMEE & TRH PM COMMENTS	CF
2	12/22/2023	REVISED PER CITY of KISSIMMEE & TRH PM COMMENTS	CF

LOT DIMENSION PLAN

KNIGHTSBRIDGE PHASE 2

LENNAR HOMES–CENTRAL FLORIDA

SEC 01-02, TWP 26S, RNG 28E
SEC 35-36, TWP 25S, RNG 28E

CITY OF KISSIMMEE, FLORIDA

PROJECT NO.\FILE NAME	DSGN
10_22013-LOT	JFA
AHI JOB # 22013	DRWN CJF
SCALE 1" = 100'	CHKD JFA

SCALE BAR
0 100 200

JAMES F. ASKEY, P.E.
FL. REG. NO. 45134

Askey Hughey Inc.

SHEET NO. 10
OF 49

K:\2022\22013 Knightsbridge Phase 2\CAD\Development Plans\Const Plans\10_22013-LOT.dwg, 2/12/2024 2:24:48 PM, Askey Hughey, Inc.

ITEM 7.L

Amendment and renewal of Continuing Services Contracts for Geotechnical Engineering, Environmental, Material and Consulting Testing Services

Request

Request approval of the first amendment and one-year renewal of continuing services contracts for geotechnical engineering, environmental, material and consulting testing contracts with the following firms: Geotechnical and Environmental Consultants, Inc. (Contract # 20230247), UES Professional Solutions, LLC fdba Universal Engineering Sciences (Contract # 20230251), S&ME, Inc. (Contract # 20230250), Nadic Engineering (Contract # 20230248), and Professional Services Industries, Inc. (Contract # 20230249).

Explanation

On June 21, 2022, the City Commission approved the award of continuing services for geotechnical engineering, environmental, material and consulting testing services to qualified firms through a competitive selection process (RFQ). The original agreements provide for an initial three-year term with the option of two additional one-year extensions. These contracts support various capital improvement and development projects on an as-needed basis through individual task work orders.

The current contracts are set to expire on June 21, 2025. Staff has reviewed the services and performance of each of the selected firms and recommends exercising the first optional extension. If approved, the new contract expiration date will be June 21, 2026. Any updates to the scope or the fee schedule are detailed in the individual extension agreements.

Recommendation

Approval of the first one-year extension of continuing services contracts with Geotechnical and Environmental Consultants, Inc., UES Professional Solutions, LLC fdba Universal Engineering Sciences, S&ME, Inc., Nadic Engineering, and Professional Services Industries, Inc., extending the agreements through June 21, 2026.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. (S) First Amendment and Renewal Agreement – Geotechnical and Environmental Consultants, Inc.
2. (S) First Amendment and Renewal Agreement – UES Professional Solutions, LLC fdba Universal Engineering Sciences
3. (S) First Amendment and Renewal Agreement – S&ME, Inc.
4. (S) First Amendment & Renewal Agreement - Nadic Engineering
5. (S) First Amendment & Renewal Agreement - Professional Services Industries, Inc.

FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

THIS FIRST AMENDMENT AND RENEWAL of the Agreement for Geotechnical Services is made this _____ day of _____ 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.**, located at 2510 Michigan Ave, Suite D, Kissimmee, FL 34744, hereinafter known as "ENGINEER." The ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, CITY advertised RFQ 2022-004 "Continuing Contract for Geotechnical Engineering, Environmental, Material and Consulting Testing Services" and opened all received responses through a competitive selection process in accordance with the Contractors' Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, on June 21, 2022, the City of Kissimmee and Geotechnical and Environmental Consultants, Inc., entered into an Agreement for Professional Engineering Services (the "Original Agreement"); and

WHEREAS, the Original Agreement is set to expire on June 21, 2025; and

WHEREAS, CITY determined the services rendered by ENGINEER effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, CITY and ENGINEER now mutually desire to extend the Original Agreement for an additional (1) year period in accordance with Section 1.7.

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. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Amendment and Renewal, the CITY and ENGINEER agree to the terms and conditions of the Original Agreement dated June 21, 2022, incorporated herein by reference and attached hereto as **Attachment "1"**.

3. **TERM.** The CITY and ENGINEER agree to exercise the first one (1) year extension provided under Section 1.7 ("General") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Section 9 ("Indemnity and Insurance"), Sub-Section 9.2.5** is hereby amended to update the name of the representative for the CITY for purposes of providing Certificates of Insurance.

   CITY: Human Resources & Risk Management Director
   101 Church Street
   Kissimmee, FL 34741

5. **Effective Date.** This First Amendment and Renewal of the Agreement between **CITY** and **GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC** shall be effective upon full execution and shall extend the term of the Agreement through June 21, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Amendment and Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

By: Craig Ballock

Title: Vice President

Date: 06/03/2025

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 3rd day of June, 2025, by means of ☐ physical presence or ☐ online notarization by Craig Ballock as Vice President for Geotechnical and Environmental Consultants, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

TERRI-ANN GOMES
NOTARY PUBLIC
Comm. # HH 331601
My Comm. Expires
Nov 14, 2026
STATE OF FLORIDA

Notary:
Print Name: TERRI-ANN GOMES
My Commission Expires: 11.14.25

CITY OF KISSIMMEE

By:
Jackie Espinosa, Mayor-Commissioner

Date:

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

ATTACHMENT "1"
ORIGINAL AGREEMENT

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

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

WITNESSETH

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

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

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

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

SECTION 1. GENERAL

1.1 The ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the ENGINEER, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the ENGINEER desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The ENGINEER acknowledges that the CITY has retained other ENGINEERs and that coordination between said ENGINEERs and the ENGINEER may be necessary from time to time for the successful completion of the Assignments. The ENGINEER agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.4 The ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the ENGINEER during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

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

2.1 **GENERAL**

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

2.2 **SPECIAL SURVEYING SERVICES**

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

2.3 **ADDENDA**

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

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

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

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

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

3.2 Make CITY personnel available where required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the ENGINEER to enter upon public lands and assist the ENGINEER in gaining access to private lands as required for the ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the ENGINEER's services, or become aware of any issue or changes necessary to the work of the ENGINEER.

3.7 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL -** CITY shall pay ENGINEER for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the ENGINEER responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the ENGINEER and ENGINEER'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the ENGINEER engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

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

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

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

Invoices are to be forwarded directly to the following:

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

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

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

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

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

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

Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

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

5.2 IMPLEMENTATION SCHEDULE

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

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

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

5.3 TIME FOR COMPLETION

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

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

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

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

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

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

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

SECTION 7. CHANGES IN SCOPE

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

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

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

8.1.1 If adequate progress on any phase of the Assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform; or

8.1.2 The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER, or

8.1.4 The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the CITY may consider the ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY ENGINEER FOR CAUSE**

The ENGINEER may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the ENGINEER in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

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

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

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

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

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

8.6 **SUSPENSION**

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

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

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

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

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

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

9.2 INSURANCE

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

9.2.1 WORKERS' COMPENSATION

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

9.2.2 COMPREHENSIVE GENERAL LIABILITY

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

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

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

9.2.4 **PROFESSIONAL LIABILITY INSURANCE**

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

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

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

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

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

SECTION 10. NEGOTIATION DATA

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

SECTION 11. OWNERSHIP OF DOCUMENTS

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

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

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

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

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

SECTION 12. STANDARDS OF CONDUCT

12.1 The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the ENGINEER in writing of the CITY's objections prior to the ENGINEER's removal of any employee or representative.

12.5 The ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

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

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

13.2 The ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

13.3 ENGINEER acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, ENGINEER shall keep and maintain public records required by the CITY to perform the service.

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

b. If CITY's Custodian of Records requests records from ENGINEER, ENGINEER shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. ENGINEER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the ENGINEER does not transfer the records to CITY.

d. Upon completion of the contract, ENGINEER shall transfer, at no cost, to CITY all public records in possession of ENGINEER or keep and maintain public records required by CITY to perform the service. If ENGINEER transfers all public records to CITY upon completion of the Agreement, ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ENGINEER keeps and maintains public records upon completion of the Agreement, ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

e. Upon notice to ENGINEER of a request to inspect or copy public records relating to CITY's agreement for services, ENGINEER shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.

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

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

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The ENGINEER shall perform its services in accordance with the professional standard of care. The standard of care applicable to ENGINEER's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the ENGINEER's performance of services, and it is agreed that the ENGINEER is not a fiduciary with respect to the CITY.

14.2 The ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

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

SECTION 16. CONTROLLING LAWS

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

SECTION 17. FORCE MAJEURE

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

SECTION 18. TIME IS OF THE ESSENCE

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

SECTION 19. EXTENT OF AGREEMENT

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

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B – WORK ORDER FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

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

20.2 **REMEDIES**

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

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

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

20.4 **FLORIDA STATUTE 558.0035**

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

SECTION 21. E-VERIFY

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

a. ENGINEER shall require each of its subcontractors to provide ENGINEER with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ENGINEER shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
b. CITY, ENGINEER, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but ENGINEER otherwise complied, shall promptly notify ENGINEER and ENGINEER shall immediately terminate the contract with the subcontractor.

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

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

Signature page to follow

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

By: Rachel F. Andre, P.E.

Title: President

Date: 4/21/22

STATE OF FLORIDA
COUNTY OF Orange

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

Notary Seal:

TERRI-ANN GOMES MY COMMISSION EXPIRES SEPTEMBER 11, 2022 #GG 257453 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary:
Print Name: Terri-Ann Gomes
My Commission Expires: 9/11/22

CITY OF KISSIMMEE

By:
Olga Gonzalez, Mayor-Commissioner

Date: 6/21/2022

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

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

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

EXHIBIT B
WORK ORDER FORM

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

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

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of_____method in accordance with the Scope of Services, the total not to exceed _____without further authorization from the City of Kissimmee.

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

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

Accepted By: _____ (Signature)

Title/Position:

Requested By: _____ (Signature)

Approved By: _____ City Manager (Signature)

City Engineer: _____ City Engineer (Signature)

Approved By: _____ Mayor (Signature)

Approved By: _____ Director, PW&E (Signature)

City Commission Approval Date: _____ (If Required)

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

EXHIBIT C
HOURLY RATE SCHEDULE

Geotechnical and Environmental Consultants, Inc.

2022 Fee Schedule

Professional Services

Item	Unit	Cost	Item	Unit	Cost
Principal Engineer	hour	$300.00	Engineer Intern	hour	$120.00
Chief Engineer	hour	300.00	Scientist	hour	120.00
Chief Scientist	hour	250.00	Senior Engineering Technician	hour	110.00
Senior Engineer	hour	250.00	Engineering Technician	hour	70.00
Senior Scientist	hour	200.00	CADD/GIS Specialist	hour	150.00
Project Engineer	hour	150.00	Draftsman	hour	100.00
Project Scientist	hour	150.00	Contract Coordinator	hour	120.00
Project Manager	hour	150.00	Secretary	hour	80.00

*Field Services

Item	Unit	Cost	Item	Unit	Cost
Truck Rig Mobilization	each	$600.00	Drill Rig and Crew – Truck/Mud Bug (2 person)	hour	$250.00
Mud Bug Rig Mobilization	each	900.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	hour	350.00
CPT Rig Mobilization	each	1,200.00	Drill Rig and Crew – B/T/A (3 person)	hour	525.00
Track Rig Mobilization	each	4,000.00	Field Permeability (0 – 10 ft) – Truck	each	450.00
Barge/Amphibious Mobilization - Crane	each	15,000.00	Field Permeability (10 – 25 ft) – Truck	each	550.00
Barge/Amphibious Mobilization - Ramp	each	12,000.00	Field Vane Shear Strength	each	500.00
Barge (without labor)	day	3,000.00	Hand Auger Boring with DCP	foot	25.00
Soil Survey/Coring/GPR Mobilization	each	400.00	Double Ring Infiltrometer	each	600.00
Tripod Rig Mobilization	each	1,500.00	Direct Push Well Materials	foot	35.00
Support Boat Mobilization	each	550.00	Two-inch Monitoring Well (0 – 50 ft) – Truck	foot	40.00
Direct Push Rig and Crew	day	1,500.00	Two-inch Monitoring Well (50 – 100 ft) – Truck	foot	45.00
Tripod Rig and Crew	day	3,000.00	Well Development	hour	110.00
Support Truck	day	160.00	Equipment Decontamination	hour	110.00
Support Boat	day	200.00	Well Completion (flush mount)	each	250.00
Support Airboat	day	500.00	Well Completion (above ground)	each	350.00
Coring Machine	day	150.00	Pavement Cores (no MOT w/ base check)	each	250.00
GPS Unit	day	100.00	Pavement Cores (no MOT w/o base check)	each	200.00
Clearing Equipment	day	2,000.00	Roadway Pavement Cores (day with MOT)	each	350.00
Chainsaw	day	65.00	Roadway Pavement Cores (night with MOT)	each	400.00
Steam Cleaner	day	150.00	MOT Portable Safety Signs	day	60.00
Soil Survey/Coring Crew (2 person)	hour	180.00	MOT Channelization Cones (each)	day	6.00
Soil Survey/Coring Crew (3 person)	hour	250.00	MOT Attenuator Truck	hour	250.00
Ground Penetrating Radar (2 person)	hour	400.00	MOT Arrow Board	day	75.00
Temporary Piezometer	foot	35.00	MOT Traffic Control Officer	hour	85.00

*Construction Materials Testing Field Services

Item	Unit	Cost	Item	Unit	Cost
Concrete/grout/mortar sampling/testing	hour	$70.00	In-Place Density Tests (Min. 4 per trip)	each	$30.00
Rebound Hammer Testing	hour	75.00	Soil-Cement Sampling	hour	70.00
Windsor Probe Test	each	50.00	Minimum Trip Charge	trip	120.00
Paint Thickness Testing	hour	75.00	Floor Flatness Survey	day	700.00

Soil/Sediment/Surface Water/Groundwater Sampling Equipment

Item	Unit	Cost	Item	Unit	Cost
Core Sampler	day	$10.00	Organic Vapor Analyzer	day	$160.00
Dredge Sediment Sampler	day	30.00	Multi-Parameter Water Quality	day	150.00
Decontamination Station (hand sampling)	day	20.00	Turbidity Meter	day	50.00
Peristaltic Pump	day	50.00	Dissolved Oxygen Meter	day	50.00
Submersible Pump w/ Variable Speed	day	200.00	Photoionization Detector	day	160.00
Centrifugal Pump	day	75.00	pH Meter w/ Calibration Kit	day	50.00
100 ft Water Level Meter	day	40.00	Poly Sample Tubing	foot	1.50
100 ft Oil/Water Interface Probe	day	100.00	Silicon Pump Tubing (Peristaltic)	foot	3.50
Expendable Sampling Equipment	day	65.00	Flow-Through Filtration	each	30.00
Expendable Point	each	15.00	Miscellaneous Supplies	day	65.00

* 50% Surcharge for Night/Weekend Work

Geotechnical and Environmental Consultants, Inc.

2022 Fee Schedule

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

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

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

Geotechnical and Construction Materials Laboratory Services

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

Contamination Testing Laboratory Services

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

* 50% Surcharge for Night/Weekend Work

** Additional sample preparation time based on sample size

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The ENGINEER shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

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

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

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

EXHIBIT E
KEY PERSONNEL

City of Kissimmee
Geotechnical Continuing Services Contract 2022

Geotechnical and Environmental Consultants Inc.
Key Personnel

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

Attachment 2

Changes to Original Agreement (if any)

This Attachment documents any amendments to the Original Agreement that apply to this First Extension.

If no changes are listed below, then all terms, conditions, and scope of services of the Original Agreement shall remain in full force and effect without modification.

FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND UES PROFESSIONAL SOLUTIONS, LLC fdba UNIVERSAL ENGINEERING SCIENCES

THIS FIRST AMENDMENT AND RENEWAL of the Agreement for Geotechnical Services is made this ____ day of _____2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **UES PROFESSIONAL SOLUTIONS, LLC fdba UNIVERSAL ENGINEERING SCIENCES**, located at 3532 Maggie Blvd., Orlando, FL 32811, hereinafter known as "ENGINEER." The ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, CITY advertised RFQ 2022-004 "Continuing Contract for Geotechnical Engineering, Environmental, Material and Consulting Testing Services" and opened all received responses through a competitive selection process in accordance with the Contractors' Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, on June 21, 2022, the City of Kissimmee and Universal Engineering Sciences, entered into an Agreement for Professional Engineering Services (the "Original Agreement"); and

WHEREAS, Universal Engineering Sciences is currently doing business as UES Professional Solutions, LLC ("ENGINEER"); and

WHEREAS, the Original Agreement is set to expire on June 21, 2025; and

WHEREAS, CITY determined the services rendered by ENGINEER effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, CITY and ENGINEER now mutually desire to extend the Original Agreement for an additional (1) year period in accordance with Section 1.7.

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. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Amendment and Renewal, the CITY and ENGINEER agree to the terms and conditions of the Original Agreement dated June 21, 2022, incorporated herein by reference and attached hereto as **Attachment "1"**.

3. **TERM.** The CITY and ENGINEER agree to exercise the first one (1) year extension provided under Section 1.7 ("General") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Section 9 ("Indemnity and Insurance"), Sub-Section 9.2.5** is hereby amended to update the name of the representative for the CITY for purposes of providing Certificates of Insurance.

   CITY: Human Resources & Risk Management Director
   101 Church Street
   Kissimmee, FL 34741

5. **Effective Date.** This First Amendment and Renewal of the Agreement between **CITY** and **UES PROFESSIONAL SOLUTIONS, LLC,** shall be effective upon full execution and shall extend the term of the Agreement through June 21, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Amendment and Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

UES PROFESSIONAL SOLUTIONS, LLC

By: _____

Title: VP- BRANCH MANAGER

Date: 06/03/2025

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 3 day of June, 2025, by means of ☒ physical presence or ☐ online notarization by Guy Rebus as VP Branch Mgr for UES Professional Solutions, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

DEBORAH A. VAUGHN
Commission # HH 111438
Expires July 10, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Notary: _____
Print Name: Deborah A. Vaughn
My Commission Expires: 7-10-25

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

ATTACHMENT "1"
ORIGINAL AGREEMENT

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

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

WITNESSETH

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

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

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

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

SECTION 1. GENERAL

1.1 The ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the ENGINEER, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the ENGINEER desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The ENGINEER acknowledges that the CITY has retained other ENGINEERs and that coordination between said ENGINEERs and the ENGINEER may be necessary from time to time for the successful completion of the Assignments. The ENGINEER agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.4 The ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the ENGINEER during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

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

2.1 **GENERAL**

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

2.2 **SPECIAL SURVEYING SERVICES**

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

2.3 **ADDENDA**

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

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

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

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

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

3.2 Make CITY personnel available where required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the ENGINEER to enter upon public lands and assist the ENGINEER in gaining access to private lands as required for the ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the ENGINEER's services, or become aware of any issue or changes necessary to the work of the ENGINEER.

3.7 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL** - CITY shall pay ENGINEER for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the ENGINEER responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the ENGINEER and ENGINEER'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the ENGINEER engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

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

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

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

Invoices are to be forwarded directly to the following:

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

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

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

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

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

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

Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

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

5.2 IMPLEMENTATION SCHEDULE

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

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

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

5.3 TIME FOR COMPLETION

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

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

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

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

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

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

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

SECTION 7. CHANGES IN SCOPE

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

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

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

8.1.1 If adequate progress on any phase of the Assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform; or

8.1.2 The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER, or

8.1.4 The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the CITY may consider the ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY ENGINEER FOR CAUSE**

The ENGINEER may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the ENGINEER in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

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

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

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

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

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

8.6 **SUSPENSION**

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

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

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

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

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

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

9.2 INSURANCE

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

9.2.1 WORKERS' COMPENSATION

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

9.2.2 COMPREHENSIVE GENERAL LIABILITY

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

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

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

9.2.4 **PROFESSIONAL LIABILITY INSURANCE**

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

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

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

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

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

SECTION 10. NEGOTIATION DATA

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

SECTION 11. OWNERSHIP OF DOCUMENTS

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

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

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

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

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

SECTION 12. STANDARDS OF CONDUCT

12.1 The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the ENGINEER in writing of the CITY's objections prior to the ENGINEER's removal of any employee or representative.

12.5 The ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

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

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

13.2 The ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

13.3 ENGINEER acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, ENGINEER shall keep and maintain public records required by the CITY to perform the service.

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

b. If CITY's Custodian of Records requests records from ENGINEER, ENGINEER shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. ENGINEER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the ENGINEER does not transfer the records to CITY.

d. Upon completion of the contract, ENGINEER shall transfer, at no cost, to CITY all public records in possession of ENGINEER or keep and maintain public records required by CITY to perform the service. If ENGINEER transfers all public records to CITY upon completion of the Agreement, ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ENGINEER keeps and maintains public records upon completion of the Agreement, ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

e. Upon notice to ENGINEER of a request to inspect or copy public records relating to CITY's agreement for services, ENGINEER shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.

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

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

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The ENGINEER shall perform its services in accordance with the professional standard of care. The standard of care applicable to ENGINEER's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the ENGINEER's performance of services, and it is agreed that the ENGINEER is not a fiduciary with respect to the CITY.

14.2 The ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

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

SECTION 16. CONTROLLING LAWS

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

SECTION 17. FORCE MAJEURE

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

SECTION 18. TIME IS OF THE ESSENCE

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

SECTION 19. EXTENT OF AGREEMENT

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

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B – WORK ORDER FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

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

20.2 **REMEDIES**

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

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

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

20.4 **FLORIDA STATUTE 558.0035**

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

SECTION 21. E-VERIFY

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

a. ENGINEER shall require each of its subcontractors to provide ENGINEER with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ENGINEER shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
b. CITY, ENGINEER, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but ENGINEER otherwise complied, shall promptly notify ENGINEER and ENGINEER shall immediately terminate the contract with the subcontractor.

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

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

Signature page to follow

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

By: _____
GUY H. RABENS, P.E.

Title: BRANCH MANAGER

Date: 04/25/2022

STATE OF FLORIDA
COUNTY OF ORANGE

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

Notary Seal:

FRANK MATOS
MY COMMISSION # GG 227340
EXPIRES: July 20, 2022
Bonded Thru Notary Public Underwriters

Notary: _____
Print Name: FRANK MATOS
My Commission Expires: 7.20.2022

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: 6/21/2022

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

_____
City Attorney

EXHIBIT A
SCOPE OF SERVICES

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

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

EXHIBIT B
WORK ORDER FORM

CITY OF KISSIMMEE

PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

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

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of_____method in accordance with the Scope of Services, the total not to exceed _____without further authorization from the City of Kissimmee.

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

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

Accepted By: _____ (Signature)

Title/Position:

City Engineer: _____ City Engineer (Signature)

Approved By: _____ Director, PW&E (Signature)

Requested By: _____ (Signature)

Approved By: _____ City Manager (Signature)

Approved By: _____ Mayor (Signature)

City Commission Approval Date: _____ (If Required)

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

EXHIBIT C
HOURLY RATE SCHEDULE

CONTINUING PROFESSIONAL SERVICES FOR GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES

CITY OF KISSIMMEE

EXHIBIT C - BILLABLE RATES (MAY 2022)

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

2.4.6	**Mechanical Cone Soundings**	linear foot	$	15.00
2.4.7	**Piezocone Sounding**	linear foot	$	15.00
2.4.8	**Drill Rig Crew (time basis):**			
	2-man crew	per hour	$	275.00
	3-man crew	per hour	$	350.00

2.5 Laboratory and Field Analysis for Geotechnical and Hydro Environmental

2.5.1 Identification:

a.	Natural moisture content, ASTM D-2216	each	$	12.00
b.	Unit weight and moisture content (undistrubed sample)	each	$	25.00
c.	Void ratio determination, additional	each	$	50.00
d.	Open shelby tubes	each	$	50.00
e.	Liquid and plastic limit, ASTM D-324 and ASTM D-424	per sample	$	110.00
f.	Shrinkage limit	per sample	$	75.00
g.	Specific gravity, ASTM D-854	per sample	$	175.00

2.5.2 Grain Size Determinations:

a.	Sieve analysis, ASTM D-421, ASTM D-424	each	$	68.00
b.	Percent fines, ASTM D-1140	each	$	44.00
c.	Hydrometer analysis	each	$	175.00

2.5.3 Consolidation Testing of Undistrubed Samples:

a.	Incremental consolidation test, ASTM D-2435:			
	up to 10 load-unload increments	per test	$	550.00
	more than 10 load-unload increments, per add'l increment	increment	$	50.00
b.	Constant rate of strain consolidation, ASTM D-4186	each	$	550.00

2.5.4 Strength Tests:

a.	**Strength index tests (torvane, penetrometer, etc.)**	each	$	5.00
b.	Vane shear tests (field)	each	$	275.00
c.	Unconfined compression test, ASTM D-2166:			
	strength only	each	$	150.00
	with stress-strain curve	each	$	200.00
d.	Triaxial test:			
	unconsolidated-undrained, ASTM D28-50	each	$	1,250.00
	unconsolidated-undrained (with pore pressure response)	each	$	1,350.00
	consolidated-undrained (with pore pressure measure)	each	$	1,350.00
	consolidated-drained on sands	each	$	1,250.00
	consolidated-drained on fine grained sands	each	$	1,350.00
	use of fluids other than water, additional per test	per test	$	1,500.00
e.	Direct shear test (coarse grained soils):			
	conventional ~~3~~ 2.5-inch box shear	normal load	$	600.00
	with stress reversals	normal load		N/A
	conventional 12-inch box shear	normal load		N/A
	set-up charge for geosynthetics (add'l per normal load)	each		N/A
	angle of repose	each		N/A
f.	Splitting tensile for rock cores	each	$	150.00

2.5.5 Permeability Tests:

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

2.5.6 Miscellaneous Testing:

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

2.6 Other Soil Testing

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

3 ROADWAY

3.1 Stabilization

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

3.2 Soil Cement Base

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

3.2.4	Soil cement pill sets (including Compressive Strength)	per set	$	105.00
3.2.5	Coring for Depth	each	$	70.00
3.2.6	Coring Equipment Mobilization	trip	$	240.00
3.3	**Pavement Structural Course**			
3.3.1	Extraction and Gradation	each	$	190.00
3.3.2	Density Test	each	$	39.00
3.3.3	Coring for Depth	each	$	78.00
3.3.4	Coring Equipment Mobilization	trip	$	245.00
3.3.5	Gyratory Pills & Rice Test Extraction / Gradation separate charge	each	$	220.00
3.3.6	Rolling Straight Edge Equipment Mobe	trip	$	298.00
3.4	**Friction Course**			
3.4.1	Extraction and Gradation	each	$	190.00
3.4.2	Density Test	each	$	39.00
3.4.3	Gyratory Pills & Rice Test	each	$	218.00
3.4.4	Rolling Straight Edge Equipment Mobe	trip	$	298.00
4	**CONCRETE**			
4.1 / 4.2	**Non-Structural Concrete / Structural Concrete**			
4.2.1	Mold, transport, cured, tested and reported concrete cylinders - set of four (4) minimum	per set	$	190.00
4.2.1a	Mold, transport, cured, tested and reported concrete cylinders - (1)	each	$	20.00
4.2.2	Coring for Depth	each	$	95.00
4.2.3	Coring Equipment Mobilization	trip	$	255.00
4.3	**Drilled Shaft**			
	Deliverables per scope at appropriate hourly labor rates.			
4.4	**Pile Driving**			
4.4.1	Pile Driving Analyzer (PDA) (Equipment Only)	day	$	1,000.00
4.4.1A	Set Checks w/PDA (Equipment Only)	day		Included
4.4.2	WEAP Analysis	each	$	600.00
4.4.3	CAPWAP Analysis	each	$	600.00
4.4.4	PIT Testing (Equipment Only)	day	$	395.00
4.4.5	Saximeter / SET Checks (equipment only)	day	$	55.00
4.4.6	Vibration Monitoring (equipment only)	day	$	175.00

5	**GROUND/SURFACE WATER SAMPLES**				
	5.1	Turbidity Testing	test	$	20.00
	5.2	Benzene Test	test	$	65.00
	5.3	Naphthalene Test	test	$	95.00
	5.4	Hexavalent Chromium Test	test	$	44.00
	5.5	Cadmium Test	test	$	15.00
	5.6	Copper Test	test	$	15.00
	5.7	Lead Test	test	$	15.00
	5.8	Zinc Test	test	$	15.00
	5.9	BTEX, MTBE Test	test	$	65.00
	5.1	Volatile Organic Halocarbons	test	$	75.00
	5.11	Volatile Organics	test	$	100.00
	5.12	PAH's	test	$	120.00
	5.13	PAH's by SIM	test	$	120.00
	5.14	TRPH by FLPRO	test	$	85.00
	5.15	Semivolatiles	test	$	180.00
	5.16	Single Metals Analysis	test	$	15.00
	5.17	Mercury	test	$	36.00
	5.18	Mercury Low Level	test	$	115.00
	5.19	Total Organic Compound (SW846 9060A Mod)	test	$	39.00
	5.2	Total Organic Compound (SM19 5220C M)	test	$	38.00
	5.21	Hardness (total)	test	$	20.00
	5.22	pH (SW846 9045D, Chapter 7)	test	$	15.00
	5.23	pH (SM19 4500H B/SW 9040C)	test	$	15.00
6	**PERSONNEL**				
	6.2.1	Project Manager	hour	$	235.76
	6.2.2	Project Engineer	hour	$	282.56
	6.2.3	Senior Field Technician	hour	$	74.25
	6.2.4	Field Technician	hour	$	56.31
	6.2.5	Clerical	hour	$	64.28
	*	Standby Time (Field Technician) (Acceptable only with prior County approval)	per hour	$	56.31

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The ENGINEER shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

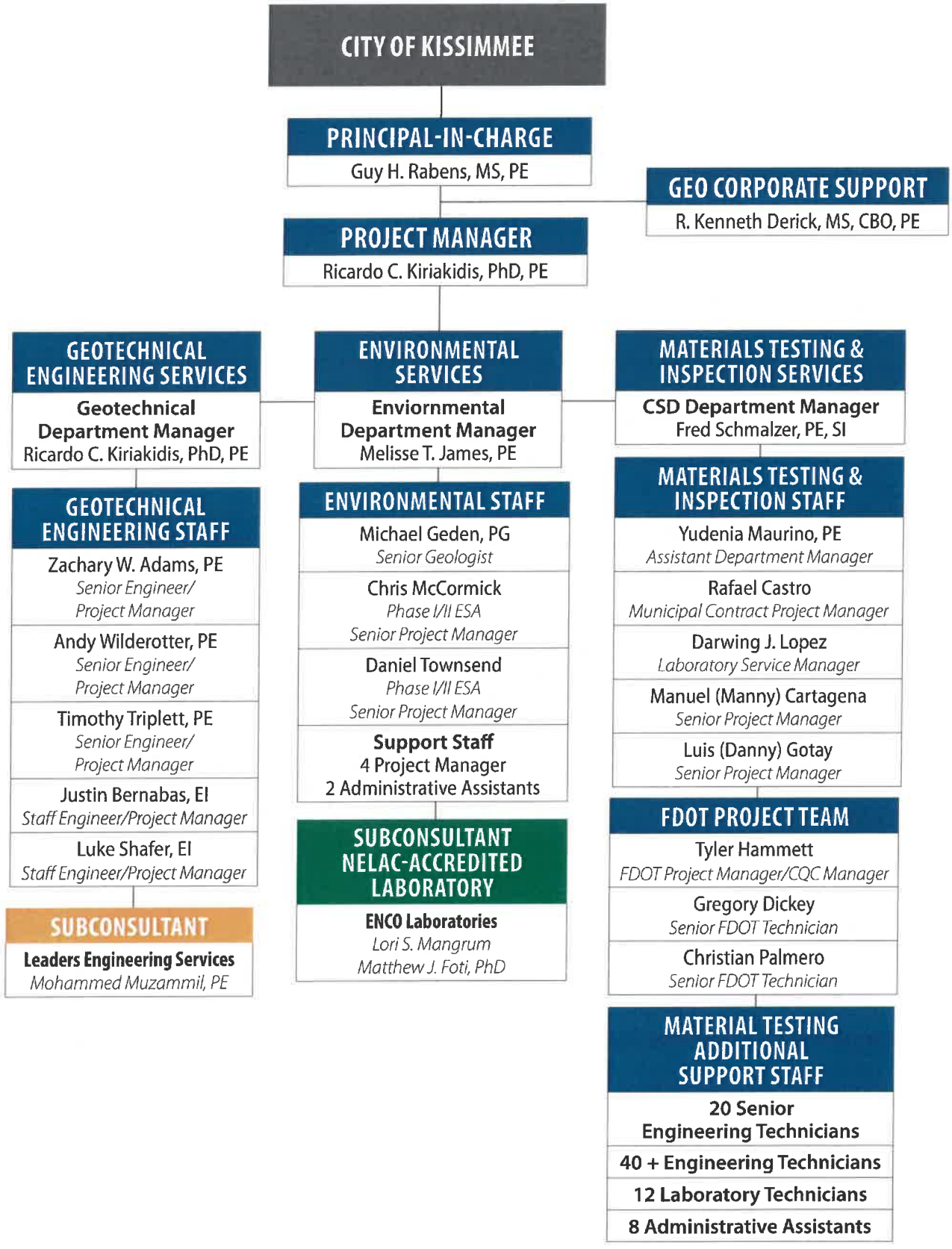
   Reimbursement for meals shall not apply to local employees within 60-mile radius of the ENGINEER.

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

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

EXHIBIT E
KEY PERSONNEL

ORAGNIZATIONAL CHART



Attachment 2

Changes to Original Agreement (if any)

This Attachment documents any amendments to the Original Agreement that apply to this First Extension.

If no changes are listed below, then all terms, conditions, and scope of services of the Original Agreement shall remain in full force and effect without modification.

FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND S&ME, INC.

THIS FIRST AMENDMENT AND RENEWAL of the Agreement for Geotechnical Services is made this _____day of _____ 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **S&ME, INC.**, located at 4303 Vineland Rd., Suite F-14-15, Orlando, FL 32811, hereinafter known as "ENGINEER." The ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, CITY advertised RFQ 2022-004 "Continuing Contract for Geotechnical Engineering, Environmental, Material and Consulting Testing Services" and opened all received responses through a competitive selection process in accordance with the Contractors' Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, on June 21, 2022, the City of Kissimmee and S&ME, Inc., entered into an Agreement for Professional Engineering Services (the "Original Agreement"); and

WHEREAS, the Original Agreement is set to expire on June 21, 2025; and

WHEREAS, CITY determined the services rendered by ENGINEER effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, CITY and ENGINEER now mutually desire to extend the Original Agreement for an additional (1) year period in accordance with Section 1.7.

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. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Amendment and Renewal, the CITY and ENGINEER agree to the terms and conditions of the Original Agreement dated June 21, 2022, incorporated herein by reference and attached hereto as **Attachment "1"**.

3. **TERM.** The CITY and ENGINEER agree to exercise the first one (1) year extension provided under Section 1.7 ("General") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Section 9 ("Indemnity and Insurance"), Sub-Section 9.2.5** is hereby amended to update the name of the representative for the CITY for purposes of providing Certificates of Insurance.

   CITY: Human Resources & Risk Management Director
   101 Church Street
   Kissimmee, FL 34741

5. **Effective Date.** This First Amendment and Renewal of the Agreement between **CITY** and **S&ME, INC.,** shall be effective upon full execution and shall extend the term of the Agreement through June 21, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Amendment and Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

S&ME, INC.

By: Gustavo Toledo

Title: Office Principal

Date: June 4th, 2025

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 4 day of June, 2025, by means of ☑ physical presence or ☐ online notarization by Gustavo Toledo as O.P. for S&ME, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

NOTARY PUBLIC
Expires
5/4/2026
Leslie J Fardella
My Commission
HH 213779
STATE OF FLORIDA

Notary: Leslie J. Fardella
Print Name: Leslie J. Fardella
My Commission Expires: 5/4/26
HH213779

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

ATTACHMENT "1"
ORIGINAL AGREEMENT

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

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

WITNESSETH

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

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

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

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

SECTION 1. GENERAL

1.1 The ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the ENGINEER, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the ENGINEER desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The ENGINEER acknowledges that the CITY has retained other ENGINEERs and that coordination between said ENGINEERs and the ENGINEER may be necessary from time to time for the successful completion of the Assignments. The ENGINEER agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.4 The ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the ENGINEER during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

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

2.1 **GENERAL**

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

2.2 **SPECIAL SURVEYING SERVICES**

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

2.3 **ADDENDA**

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

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

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

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

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

3.2 Make CITY personnel available where required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the ENGINEER to enter upon public lands and assist the ENGINEER in gaining access to private lands as required for the ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the ENGINEER's services, or become aware of any issue or changes necessary to the work of the ENGINEER.

3.7 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL** - CITY shall pay ENGINEER for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the ENGINEER responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the ENGINEER and ENGINEER'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the ENGINEER engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

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

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

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

Invoices are to be forwarded directly to the following:

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

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

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

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

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

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

Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

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

5.2 IMPLEMENTATION SCHEDULE

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

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

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

5.3 TIME FOR COMPLETION

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

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

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

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

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

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

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

SECTION 7. CHANGES IN SCOPE

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

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

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

8.1.1 If adequate progress on any phase of the Assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform; or

8.1.2 The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER, or

8.1.4 The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the CITY may consider the ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY ENGINEER FOR CAUSE**

The ENGINEER may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the ENGINEER in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

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

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

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

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

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

8.6 **SUSPENSION**

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

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

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

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

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

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

9.2 INSURANCE

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

9.2.1 WORKERS' COMPENSATION

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

9.2.2 COMMERCIAL GENERAL LIABILITY

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

9.2.3 BUSINESS AUTOMOBILE LIABILITY

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

9.2.4 **PROFESSIONAL LIABILITY INSURANCE**

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

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

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

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

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

SECTION 10. NEGOTIATION DATA

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

SECTION 11. OWNERSHIP OF DOCUMENTS

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

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

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

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

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

SECTION 12. STANDARDS OF CONDUCT

12.1 The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the ENGINEER in writing of the CITY's objections prior to the ENGINEER's removal of any employee or representative.

12.5 The ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

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

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

13.2 The ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

13.3 ENGINEER acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, ENGINEER shall keep and maintain public records required by the CITY to perform the service.

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

b. If CITY's Custodian of Records requests records from ENGINEER, ENGINEER shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. ENGINEER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the ENGINEER does not transfer the records to CITY.

d. Upon completion of the contract, ENGINEER shall transfer, at no cost, to CITY all public records in possession of ENGINEER or keep and maintain public records required by CITY to perform the service. If ENGINEER transfers all public records to CITY upon completion of the Agreement, ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ENGINEER keeps and maintains public records upon completion of the Agreement, ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

e. Upon notice to ENGINEER of a request to inspect or copy public records relating to CITY's agreement for services, ENGINEER shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.

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

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

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The ENGINEER shall perform its services in accordance with the professional standard of care. The standard of care applicable to ENGINEER's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the ENGINEER's performance of services, and it is agreed that the ENGINEER is not a fiduciary with respect to the CITY.

14.2 The ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

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

SECTION 16. CONTROLLING LAWS

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

SECTION 17. FORCE MAJEURE

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

SECTION 18. TIME IS OF THE ESSENCE

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

SECTION 19. EXTENT OF AGREEMENT

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

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B – WORK ORDER FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

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

20.2 **REMEDIES**

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

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

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

20.4 **FLORIDA STATUTE 558.0035**

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

SECTION 21. E-VERIFY

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

a. ENGINEER shall require each of its subcontractors to provide ENGINEER with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ENGINEER shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
b. CITY, ENGINEER, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but ENGINEER otherwise complied, shall promptly notify ENGINEER and ENGINEER shall immediately terminate the contract with the subcontractor.

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

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

Signature page to follow

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

By: _____
DAN DUNHAM

Title: CONTRACT MANAGER

Date: 4/29/2022

STATE OF FLORIDA
COUNTY OF ORANGE

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

Notary Seal:

Notary Public State of Florida
Jessica Welch
My Commission HH 138334
Expires 06/04/2025

Notary: _____
Print Name: JESSICA WELCH
My Commission Expires: 6/4/2025

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner

Date: 6/21/2022

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

_____
City Attorney

EXHIBIT A
SCOPE OF SERVICES

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

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

EXHIBIT B
WORK ORDER FORM

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

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

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of_____method in accordance with the Scope of Services, the total not to exceed _____without further authorization from the City of Kissimmee.

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

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

Accepted By: _____ (Signature) Requested By: _____ (Signature)

Title/Position: Approved By: City Manager _____ (Signature)

City Engineer: Approved By: Mayor _____ (Signature)

City Engineer

Approved By: _____ Director, PW&E (Signature) City Commission Approval Date: _____ (If Required)

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

EXHIBIT C
HOURLY RATE SCHEDULE

Construction Services Fee Schedule
S&ME, Inc.

City of Kissimmee, Florida

Field Services

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

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

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

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

Professional Services

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

Materials & Equipment

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

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

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

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

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

A - Project Specific, to Be Quoted Individually

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

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

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

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

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

BLUE MARLIN ENGINEERING

2022 Fee Schedule
Construction Materials Testing & Inspection Services

I. FIELD TESTING SERVICES

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

II. LABORATORY TESTING SERVICES

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

III. PROFESSIONAL SERVICES

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

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

Blue Marlin Engineering, LLC, 102 Drennen Road, Suite B-10, Orlando, FL 32806
Ph: (407) 217-4464 Fax: (321) 710-2483

BLUE MARLIN ENGINEERING

2022 Fee Schedule
Geotechnical Engineering Drilling Rates

Professional Services

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

Field Services

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

BLUE MARLIN ENGINEERING

2022 Fee Schedule
Geotechnical Engineering Drilling Rates

Truck Drill Rig Unit Rates

	Depth (ft)	0-50	50-100	100-150	150-200	200-250	250-300
1	SPT Borings - Truck	foot	$ 18.00	$ 20.00	$ 33.00	$ 44.00	$ 60.00	$ 70.00
2	Auger/Rotary Wash Borings - Truck	foot	$ 13.00	$ 16.00	$ 20.00	$ 25.00	$ 30.00	$ 42.00
3	CPT Soundings - Truck	foot	$ 16.00	$ 18.00	$ 20.00	$ 22.00	$ 24.00	$ 26.00
4	HW Rock Coring - Truck	foot	$ 55.00	$ 60.00	$ 65.00	$ 75.00	$ 85.00	$ 95.00
5	3-inch Casing - Truck	foot	$ 11.00	$ 14.00	$ 18.00	$ 22.00	$ 25.00	$ 30.00
6	4-inch Casing - Truck	foot	$ 13.00	$ 16.00	$ 20.00	$ 24.00	$ 27.00	$ 32.00
7	Additional Split Spoon Samples - Truck	each	$ 50.00	$ 60.00	$ 85.00	$ 120.00	$ 140.00	$ 160.00
8	Undisturbed Samples - Truck	each	$ 220.00	$ 240.00	$ 300.00	$ 340.00	$ 420.00	$ 470.00
9	Borehole Grouting - Truck	foot	$ 7.00	$ 9.00	$ 11.00	$ 14.00	$ 16.00	$ 18.00

Mud Bug Drill Rig Unit Rates

	Depth (ft)	0-50	50-100	100-150	150-200	200-250	250-300
1	SPT Borings - Mud Bug	foot	$ 22.50	$ 25.00	$ 41.25	$ 55.00	$ 75.00	$ 87.50
2	Auger/Rotary Wash Borings - Mud Bug	foot	$ 16.25	$ 20.00	$ 25.00	$ 31.25	$ 37.50	$ 52.50
3	CPT Soundings - Mud Bug	foot	$ 20.00	$ 22.50	$ 25.00	$ 27.50	$ 30.00	$ 32.50
4	HW Rock Coring - Mud Bug	foot	$ 68.75	$ 75.00	$ 81.25	$ 93.75	$ 106.25	$ 118.75
5	3-inch Casing - Mud Bug	foot	$ 13.75	$ 17.50	$ 22.50	$ 27.50	$ 31.25	$ 37.50
6	4-inch Casing - Mud Bug	foot	$ 16.25	$ 20.00	$ 25.00	$ 30.00	$ 33.75	$ 40.00
7	Additional Split Spoon Samples - Mud Bug	each	$ 62.50	$ 75.00	$ 106.25	$ 150.00	$ 175.00	$ 200.00
8	Undisturbed Samples - Mud Bug	each	$ 275.00	$ 300.00	$ 375.00	$ 425.00	$ 525.00	$ 587.50
9	Borehole Grouting - Mud Bug	foot	$ 8.75	$ 11.25	$ 13.75	$ 17.50	$ 20.00	$ 22.50

Barge/Track/Amphibious Drill Rig Unit Rates

	Depth (ft)	0-50	50-100	100-150	150-200	200-250	250-300
1	SPT Borings - B/T/A	foot	$ 27.00	$ 30.00	$ 49.50	$ 66.00	$ 90.00	$ 105.00
2	Auger/Rotary Wash Borings - B/T/A	foot	$ 19.50	$ 24.00	$ 30.00	$ 37.50	$ 45.00	$ 63.00
3	CPT Soundings - B/T/A	foot	$ 24.00	$ 27.00	$ 30.00	$ 33.00	$ 36.00	$ 39.00
4	HW Rock Coring - B/T/A	foot	$ 82.50	$ 90.00	$ 97.50	$ 112.50	$ 127.50	$ 142.50
5	3-inch Casing - B/T/A	foot	$ 16.50	$ 21.00	$ 27.00	$ 33.00	$ 37.50	$ 45.00
6	4-inch Casing - B/T/A	foot	$ 19.50	$ 24.00	$ 30.00	$ 36.00	$ 40.50	$ 48.00
7	Additional Split Spoon Samples - B/T/A	each	$ 75.00	$ 90.00	$ 127.50	$ 180.00	$ 210.00	$ 240.00
8	Undisturbed Samples - B/T/A	each	$ 330.00	$ 360.00	$ 450.00	$ 510.00	$ 630.00	$ 705.00
9	Borehole Grouting - B/T/A	foot	$ 10.50	$ 13.50	$ 16.50	$ 21.00	$ 24.00	$ 27.00

Fee Schedule 2021

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

Fee Schedule 2021

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

VERSA INTEGRITY GROUP, INC.

Part 1: Labor Schedules

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

Part 2: Equipment/Rentals

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

Part 3: Materials/Consumables

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

VERSA INTEGRITY GROUP, INC.

Terms and Conditions

General Note

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

Invoicing Notes and General Terms/Conditions:

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

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

Minimum:

A 4-hour minimum shall apply for all work done regardless of the method used. **Travel time will be included as part of the 4-hour minimum.**

Hours of Service:

"Callout" or Unscheduled projects

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

Permanent staffing or Scheduled projects

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

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

Compensation:

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

Invoicing:

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

Holidays:

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

Please contact Versa Integrity Group annually for an update holiday schedule for given year.
New Year's Day
Independence Day
Labor Day
Thanksgiving
Christmas Holiday

Warranty of Work:

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

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

Multi-discipline Work:

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

Per Diem and Mileage:

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

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The ENGINEER shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

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

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

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

EXHIBIT E
KEY PERSONNEL

City of Kissimmee

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

KEY PERSONNEL

Construction Materials Testing Services

- Dan Dunham, P.E.
- Tony Thomas

Geotechnical Engineering Services

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

Environmental Services

- Ken Huntington
- Kirby Stallings

Attachment 2

Changes to Original Agreement (if any)

This Attachment documents any amendments to the Original Agreement that apply to this First Extension.

If no changes are listed below, then all terms, conditions, and scope of services of the Original Agreement shall remain in full force and effect without modification.

FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND NADIC ENGINEERING

THIS FIRST AMENDMENT AND RENEWAL of the Agreement for Geotechnical Services is made this _____ day of _____ 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **NADIC ENGINEERING**, located at 601 N. Hart Blvd., Orlando, FL 32818, hereinafter known as "ENGINEER." The ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, CITY advertised RFQ 2022-004 "Continuing Contract for Geotechnical Engineering, Environmental, Material and Consulting Testing Services" and opened all received responses through a competitive selection process in accordance with the Contractors' Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, on June 21, 2022, the City of Kissimmee and Nadic Engineering., entered into an Agreement for Professional Engineering Services (the "Original Agreement"); and

WHEREAS, the Original Agreement is set to expire on June 21, 2025; and

WHEREAS, CITY determined the services rendered by ENGINEER effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, CITY and ENGINEER now mutually desire to extend the Original Agreement for an additional (1) year period in accordance with Section 1.7.

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. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Amendment and Renewal, the CITY and ENGINEER agree to the terms and conditions of the Original Agreement dated June 21, 2022, incorporated herein by reference and attached hereto as **Attachment "1"**.

3. **TERM.** The CITY and ENGINEER agree to exercise the first one (1) year extension provided under Section 1.7 ("General") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Section 9 ("Indemnity and Insurance"), Sub-Section 9.2.5** is hereby amended to update the name of the representative for the CITY for purposes of providing Certificates of Insurance.

   CITY: Human Resources & Risk Management Director
   101 Church Street
   Kissimmee, FL 34741

5. **Effective Date.** This First Amendment and Renewal of the Agreement between **CITY** and **NADIC ENGINEERING** shall be effective upon full execution and shall extend the term of the Agreement through June 21, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Amendment and Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

NADIC ENGINEERING

By: Godwin Nnadi, Ph.D., PE

Title: Principal Engineer/CEO

Date: June 4, 2025

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 4th day of June, 2025, by means of ☒ physical presence or ☐ online notarization by _____ as _____ for Nadic Engineering, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

MARGOTH MANTOOTH
Notary Public
State of Florida
Comm# HH473021
Expires 12/13/2027

Notary: Margoth Mantooth
Print Name: MARGOTH MANTOOTH
My Commission Expires: 12/13/2027

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

ATTACHMENT "1"
ORIGINAL AGREEMENT

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

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

WITNESSETH

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

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

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

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

SECTION 1. GENERAL

1.1 The ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the ENGINEER, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the ENGINEER desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The ENGINEER acknowledges that the CITY has retained other ENGINEERs and that coordination between said ENGINEERs and the ENGINEER may be necessary from time to time for the successful completion of the Assignments. The ENGINEER agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.4 The ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the ENGINEER during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

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

2.1 **GENERAL**

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

2.2 **SPECIAL SURVEYING SERVICES**

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

2.3 **ADDENDA**

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

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

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

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

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

3.2 Make CITY personnel available where required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the ENGINEER to enter upon public lands and assist the ENGINEER in gaining access to private lands as required for the ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the ENGINEER's services, or become aware of any issue or changes necessary to the work of the ENGINEER.

3.7 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL -** CITY shall pay ENGINEER for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the ENGINEER responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the ENGINEER and ENGINEER'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the ENGINEER engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

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

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

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

Invoices are to be forwarded directly to the following:

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

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

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

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

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

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

Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

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

5.2 IMPLEMENTATION SCHEDULE

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

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

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

5.3 TIME FOR COMPLETION

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

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

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

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

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

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

ENGINEER:

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

SECTION 7. CHANGES IN SCOPE

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

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

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

8.1.1 If adequate progress on any phase of the Assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform; or

8.1.2 The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER, or

8.1.4 The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the CITY may consider the ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY ENGINEER FOR CAUSE**

The ENGINEER may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the ENGINEER in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

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

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

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

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

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

8.6 **SUSPENSION**

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

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

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

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

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

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

9.2 INSURANCE

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

9.2.1 WORKERS' COMPENSATION

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

9.2.2 COMPREHENSIVE GENERAL LIABILITY

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

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

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

9.2.4 **PROFESSIONAL LIABILITY INSURANCE**

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

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

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

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

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

SECTION 10. NEGOTIATION DATA

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

SECTION 11. OWNERSHIP OF DOCUMENTS

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

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

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

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

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

SECTION 12. STANDARDS OF CONDUCT

12.1 The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the ENGINEER in writing of the CITY's objections prior to the ENGINEER's removal of any employee or representative.

12.5 The ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

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

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

13.2 The ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

13.3 ENGINEER acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, ENGINEER shall keep and maintain public records required by the CITY to perform the service.

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

b. If CITY's Custodian of Records requests records from ENGINEER, ENGINEER shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. ENGINEER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the ENGINEER does not transfer the records to CITY.

d. Upon completion of the contract, ENGINEER shall transfer, at no cost, to CITY all public records in possession of ENGINEER or keep and maintain public records required by CITY to perform the service. If ENGINEER transfers all public records to CITY upon completion of the Agreement, ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ENGINEER keeps and maintains public records upon completion of the Agreement, ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

e. Upon notice to ENGINEER of a request to inspect or copy public records relating to CITY's agreement for services, ENGINEER shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.

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

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

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The ENGINEER shall perform its services in accordance with the professional standard of care. The standard of care applicable to ENGINEER's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the ENGINEER's performance of services, and it is agreed that the ENGINEER is not a fiduciary with respect to the CITY.

14.2 The ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

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

SECTION 16. CONTROLLING LAWS

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

SECTION 17. FORCE MAJEURE

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

SECTION 18. TIME IS OF THE ESSENCE

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

SECTION 19. EXTENT OF AGREEMENT

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

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - WORK ORDER FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

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

20.2 **REMEDIES**

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

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

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

20.4 **FLORIDA STATUTE 558.0035**

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

SECTION 21. E-VERIFY

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

a. ENGINEER shall require each of its subcontractors to provide ENGINEER with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ENGINEER shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
b. CITY, ENGINEER, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but ENGINEER otherwise complied, shall promptly notify ENGINEER and ENGINEER shall immediately terminate the contract with the subcontractor.

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

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

Signature page to follow

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

By: _____

Title: Principal Engineer / CEO

Date: 5/17/21

STATE OF FLORIDA
COUNTY OF Orange

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

Notary Seal:

SHANA WARD
Notary Public - State of Florida
Commission # GG 946356
My Comm. Expires Jan 12, 2024
Bonded through National Notary Assn.

Notary: _____
Print Name: Shana Ward
My Commission Expires: 1/12/24

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Date: 6/21/2022

ATTEST:

Linda Hansell
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

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

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

EXHIBIT B
WORK ORDER FORM

CITY OF KISSIMMEE

PUBLIC WORKS & ENGINEERING WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

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

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of_____method in accordance with the Scope of Services, the total not to exceed _____without further authorization from the City of Kissimmee.

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

TASK	FEE
1)	
2)	
3)	
4)	
5)	
	$ -
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$0.00

Accepted By: _____ (Signature)

Requested By: _____ (Signature)

Title/Position:

Approved By: _____ City Manager (Signature)

City Engineer: _____ City Engineer (Signature)

Approved By: _____ Mayor (Signature)

Approved By: _____ Director, PW&E (Signature)

City Commission Approval Date: _____ (If Required)

Approved as to Form and Legality: _____ City Attorney (Signature)

EXHIBIT C
HOURLY RATE SCHEDULE

NADIC ENGINEERING SERVICES, INC.
2022 FEE SCHEDULE (RATE SHEET)

Professional Services

Item	Unit	Cost	Item	Unit	Cost
Principal Engineer	hour	$215.07	Engineer Intern	hour	$86.82
Chief Engineer	hour	$215.07	Senior Engineering Technician	hour	$74.25
Chief Geologist	hour	$215.07	Engineering Technician	hour	$59.43
Senior Engineer	hour	$181.74	Senior CADD/GIS Support	hour	$86.82
Senior Geologist	hour	$181.74	CADD/GIS Specialist	hour	$74.25
Project Engineer	hour	$162.63	Contract Coordinator	hour	$100.00
Engineer/Geologist	hour	$98.67	Secretary	hour	$54.54
Project Manager	hour	$162.63	Certified Welding Inspector	hour	$105.00

Field Services

Crew & Equipment Item	Unit	Cost	Item	Unit	Cost
Truck Rig Mobilization	each	$550.00	Drill Rig and Crew – Truck/Mud Bug (2	hour	$250.00
Mud Bug Rig Mobilization	each	$750.00	Drill Rig and Crew – Truck/Mud Bug (3	hour	$325.00
CPT Rig Mobilization	each	$1,150.00	Drill Rig and Crew – B/T/A (3 person)	hour	$525.00
Track Rig Mobilization	each	$3,000.00	Field Permeability (0 – 10 ft) – Truck	each	$430.00
Barge/Amphibious Mobilization - Crane	each	$15,000.00	Field Permeability (10 – 25 ft) – Truck	each	$500.00
Barge/Amphibious Mobilization - Ramp	each	$12,500.00	Field Vane Shear Strength	each	$500.00
Barge (without labor)	day	$3,000.00	Hand Auger Boring with DCP	foot	$25.00
Soil Survey/Concrete Coring/GPR	each	$400.00	Double Ring Infiltrometer	each	$600.00
Tripod Rig Mobilization	each	$2,500.00	Direct Push Well Materials	foot	$35.00
Support Boat Mobilization	each	$550.00	Two-inch Monitoring Well (0 – 50 ft) –	foot	$40.00
Direct Push Rig and Crew	day	$1,500.00	Two-inch Monitoring Well (50 – 100 ft)	foot	$49.70
Tripod Rig and Crew	day	$3,000.00	Well Development	hour	$190.00
Support Truck	day	$120.00	Equipment Decontamination	hour	$190.00
Support Boat	day	$250.00	Well Completion (flush mount)	each	$300.00
Support Airboat	day	$550.00	Well Completion (above ground)	each	$350.00
Coring Machine	day	$400.00	Pavement Cores (no MOT w/ base	each	$280.00
GPS Unit	day	$100.00	Pavement Cores (no MOT w/o base	each	$220.00
Clearing Equipment	day	$2,000.00	Roadway Pavement Cores (day with	each	$350.00
Chainsaw	day	$65.00	Roadway Pavement Cores (night with	each	$440.00
Backhole	day	$600.00	MOT Portable Lighting	each	$160.00
Steam Cleaner	day	$150.00	MOT Portable Safety Signs	day	$65.00
Soil Survey/Coring Crew (2 person)	hour	$190.00	MOT Channelization Cones (each)	day	$6.00
Soil Survey/Coring Crew (3 person)	hour	$280.00	MOT Attenuator Truck	hour	$270.00
Ground Penetrating Radar (2 person)	hour	$400.00	MOT Arrow Board	day	$120.00
Temporary Piezometer	foot	$35.00	MOT Traffic Control Officer	hour	$85.00

** 50% Surcharge for Night/Weekend Work*
*** Additional Sample Preparation time based on Sample Size*

NADIC

NADIC ENGINEERING SERVICES, INC.
2022 FEE SCHEDULE (RATE SHEET)

Construction Materials Testing Field Services

Item	Unit	Cost	Item	Unit	Cost
Materials Testing/ sampling/ or	hour	$70.00	In-Place Density Tests (Min. 4 per trip)	each	$30.00
Rebound Hammer Testing	hour	$75.00	Soil-Cement Sampling	hour	$70.00
Windsor Probes, Set of 3	set	$50.00	Minimum Trip Charge	trip	$120.00
Paint Thickness Testing	hour	$75.00	Floor Flatness Survey	day	$700.00

Soil/Sediment/Surface Water/Groundwater Sampling Equipment

Item	Unit	Cost	Item	Unit	Cost
Core Sampler	day	$10.00	Organic Vapor Analyzer	day	$160.00
Dredge Sediment Sampler	day	$30.00	Multi-Parameter Water Quality	day	$150.00
Decontamination Station (hand sampling)	day	$20.00	Turbidity Meter	day	$50.00
Peristaltic Pump	day	$50.00	Dissolved Oxygen Meter	day	$50.00
Submersible Pump w/ Variable Speed	day	$200.00	Photoionization Detector	day	$160.00
Centrifugal Pump	day	$75.00	pH Meter w/ Calibration Kit	day	$50.00
100 ft Water Level Meter	day	$40.00	Poly Sample Tubing	foot	$1.50
100 ft Oil/Water Interface Probe	day	$100.00	Silicon Pump Tubing (Peristaltic)	foot	$3.50
Expendable Sampling Equipment	day	$65.00	Flow-Through Filtration	each	$30.00
Expendable Point	each	$15.00	Miscellaneous Supplies	day	$65.00

Truck Drill Rig Unit Rates	**Depth (ft):**	**0 - 50**	**50-100**	**100-150**	**150-200**	**200-250**
SPT Borings – Truck	foot	$17.50	$20.00	$28.00	$36.00	$52.00
Auger/Rotary Wash Borings – Truck	foot	$13.00	$15.00	$18.00	$22.00	$28.00
CPT Soundings – Truck	foot	$16.00	$18.00	$20.50	$22.00	$24.00
HW Rock Coring – Truck	foot	$50.00	$52.50	$55.00	$58.50	$63.00
3-inch Casing – Truck	foot	$11.00	$13.60	$18.00	$21.00	$24.00
4-inch Casing – Truck	foot	$13.00	$16.00	$21.00	$25.00	$27.00
Borehole Grouting - Truck	foot	$8.00	$8.50	$10.50	$12.60	$14.00
Extra SPT Samples – Truck	each	$50.00	$56.00	$75.00	$100.00	$125.00
Undisturbed Samples – Truck	each	$220.00	$250.00	$300.00	$350.00	$400.00

Mud Bug Drill Rig Unit Rates	**Depth (ft):**	**0 - 50**	**50-100**	**100-150**	**150-200**	**200-250**
SPT Borings – Mud Bug	foot	$22.00	$24.50	$40.00	$52.50	$68.50
Auger/Rotary Wash Borings – Mud Bug	foot	$16.00	$18.50	$24.00	$28.50	$35.50
CPT Soundings – Mud Bug	foot	$19.00	$22.00	$24.00	$26.50	$29.00
HW Rock Coring – Mud Bug	foot	$65.00	$72.00	$80.00	$90.50	$102.50
3-inch Casing – Mud Bug	foot	$12.50	$15.00	$20.50	$24.00	$28.50
4-inch Casing – Mud Bug	foot	$15.00	$18.50	$24.00	$28.00	$32.00
Borehole Grouting - Mud Bug	foot	$8.00	$8.50	$10.50	$12.60	$14.00
Extra SPT Samples – Mud Bug	each	$60.50	$72.00	$102.50	$145.00	$168.00
Undisturbed Samples – Mud Bug	each	$255.00	$285.00	$355.00	$415.00	$500.00

** 50% Surcharge for Night/Weekend Work*

*** Additional Sample Preparation time based on Sample Size*

NADIC

NADIC ENGINEERING SERVICES, INC.
2022 FEE SCHEDULE (RATE SHEET)

Barge/Track/Amphibious Drill Rig Unit Rate Depth (ft):		0 - 50	50-100	100-150	150-200	200-250
SPT Borings – B/T/A	foot	$25.00	$30.00	$47.00	$60.00	$85.00
Auger/Rotary Wash Borings – B/T/A	foot	$18.00	$23.00	$28.50	$35.00	$42.00
CPT Soundings – B/T/A	foot	$23.00	$25.50	$28.50	$31.00	$34.00
HW Rock Coring – B/T/A	foot	$78.50	$86.00	$94.50	$110.00	$122.00
3-inch Casing – B/T/A	foot	$16.00	$20.00	$25.00	$28.00	$34.00
4-inch Casing – B/T/A	foot	$20.00	$25.00	$30.00	$36.00	$40.00
Borehole Grouting -B/T/A	foot	$8.00	$8.50	$10.50	$12.60	$14.00
Extra SPT Samples –B/T/A	each	$71.00	$84.00	$117.00	$168.00	$196.00
Undisturbed Samples – B/T/A	each	$320.00	$350.00	$455.00	$500.00	$610.00

Geotechnical and Construction Materials Laboratory Services

Item	Unit	Cost	Item	Unit	Cost
Soils Particle Size Anlys AASHTO T88	test	$120.00	Consolidation - Constant Strain ASTM D4186	test	$650.00
Soils Materials Finer than 200 Sieve FM 1-T0	test	$55.00	Consol-Extended Load AASHTO T216	each	$130.00
Sieve Analysis – Aggregate ≤ 1-inch	test	$200.00	Consol-Addtl Incrmnts AASHTO T216	each	$100.00
**Sieve Analysis – Aggregate > 1-inch	test	$200.00	Triaxial Shear Strength CD ASTM D7181	test	$600.00
Soils Moisture Content Lab AASHTO T265	test	$18.50	Triaxial CU Test AASTO T297/ASTM D4767	test	$550.00
Soils Moisture Content Microwave AASHTO T	test	$24.00	Triaxial UU Test AASHTO T296/ASTM D2850	test	$550.00
Hydrometer Only AASHTO T88	test	$145.00	Pocket Penetrometer/Torvane Shear Strength	test	$24.00
Soils Organic Content Ignition FM 1 T-267	test	$55.00	Proctor Standard/Modified	test	$140.00
Soils Plastic Limit AASHTO T90	test	$55.00	Proctor Standard/Modified (Aggregate)	test	$180.00
Soils Liquid Limit AASHTO T89	test	$55.00	Limerock Bearing Ratio (LBR) FM 5-515	test	$370.00
Soils Specific Gravity AASHTO T100	test	$85.00	California Bearing Ratio	test	$370.00
Soils Corrosion Series FM 5-550 through 5-55	test	$215.00	Florida Bearing Value	test	$70.00
Unit Weight Determination	test	$50.00	Asphalt Extraction-Gradation	test	$370.00
Soils Shrinkage Factor AASHTO T92	test	$110.00	Compressive Strength Tests:		
Split Tensile Strgth of Rock Cores ASTM D396	test	$150.00	Concrete Cylinders	set of 4	$100.00
Aggregate Specific Gravity/Absorption	test	$90.00	Soil Cement Specimens	set of 3	$100.00
Unconfined Compression – Soil	test	$200.00	Mortar Cubes	set of 3	$100.00
Unconfined Compression – Rock	test	$155.00	Grout Prisms	set of 4	$100.00
**Los Angeles Abrasion	test	$440.00	**Soundness _ Magnesium	test	$100.00
Carbon Content Determination	test	$110.00	Bulk Density/Void Content-Aggregate	test	$75.00
Flexible Wall Permeability ASTM D5084	test	$430.00	Permeability Falling Head FM 5-513	test	$350.00
Permeability Constant Head AASHTO T215	test	$350.00	Permeability with back presure	test	$450.00

** 50% Surcharge for Night/Weekend Work*
*** Additional Sample Preparation time based on Sample Size*

NADIC

NADIC ENGINEERING SERVICES, INC.
2022 FEE SCHEDULE (RATE SHEET)

Contamination Testing Laboratory Services

Item	Unit	Cost	Item	Unit	Cost
EPA 8260 (VOC) Water	test	$226.50	EPA 6010/6020 -TCLP or SPLP	test	$226.00
EPA 8270 (PNA) Water &Soil	test	$285.00	EPA 418.1 (ETPH) Soils	test	$185.00
RCRA 8 Metals (Water/Soil)	test	$200.00	EPA 8082 (PCB) Soils	test	$92.00
Lead - Dissolved	test	$40.00	Herbicide/Pesticide Group (Water/Soil)	test	$450.00
FL-PRO (TPH) -Water & Soil	test	$185.00	Gasoline/Kerosene Group (Water)	test	$400.00
EPA 200.7 per metal	test	$125.00	Gasoline/Kerosene Group (Soil)	test	$350.00
SM 5310B (TOC)	test	$54.00	Used Oil Group (Water)	test	$820.00
SM 3300N (Hexavalent Chronium)	test	$80.00	Used Oil Group (Soil)	test	$760.00
EPA 1664 (TRPH)	test	$196.00	Arsenic (Water/Soil)	test	$30.00
EPA 1631 low-level mercury	test	$250.00			

** 50% Surcharge for Night/Weekend Work*
*** Additional Sample Preparation time based on Sample Size*

NADIC

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The ENGINEER shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E
KEY PERSONNEL

NADIC
ENGINEERING

May 17, 2022

City of Kissimmee
Public Works & Engineering
101 Church Street
Kissimmee, FL 34741

To whom it may concern:

Dr. Nnadi has over 41 years of experience and is highly knowledgeable in the field of geotechnical and environmental disciplines. Dr. Nnadi will serve as the primary point of contact for this project and will review the work of the project team. He will be responsible for interacting with City's staff, consultants, designers and construction teams for the different projects under this contract.

As a Contract Manager, Dr. Nnadi has directed thousands of projects. He personally supervises a team of individuals who provide geotechnical and environmental services throughout Central Florida, and he is ultimately responsible for technicians and drilling personnel, for projects related to foundations, land development, transportation, stormwater ponds, landfills, sinkholes, pipelines, dams, environmental assessments and remediation of contaminated sites, As the Contract Manager, he will ensure the necessary resources needed for successful execution of this contract are provided to the County. He is very familiar with the local regulations based on his extensive experience working for several years with the different agencies within the Central Florida.

Thank you,

Godwin Nnadi
President

Attachment 2

Changes to Original Agreement (if any)

This Attachment documents any amendments to the Original Agreement that apply to this First Extension.

If no changes are listed below, then all terms, conditions, and scope of services of the Original Agreement shall remain in full force and effect without modification.

FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND PSI

THIS FIRST AMENDMENT AND RENEWAL of the Agreement for Geotechnical Services is made this_____ day of _____ 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **PSI**, located at 600 N. Thacker Ave., Kissimmee, FL 34741, hereinafter known as "ENGINEER." The ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, CITY advertised RFQ 2022-004 "Continuing Contract for Geotechnical Engineering, Environmental, Material and Consulting Testing Services" and opened all received responses through a competitive selection process in accordance with the Contractors' Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, on June 21, 2022, the City of Kissimmee and PSI, entered into an Agreement for Professional Engineering Services (the "Original Agreement"); and

WHEREAS, the Original Agreement is set to expire on June 21, 2025; and

WHEREAS, CITY determined the services rendered by ENGINEER effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, CITY and ENGINEER now mutually desire to extend the Original Agreement for an additional (1) year period in accordance with Section 1.7.

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. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Amendment and Renewal, the CITY and ENGINEER agree to the terms and conditions of the Original Agreement dated June 21, 2022, incorporated herein by reference and attached hereto as **Attachment "1"**.

3. **TERM.** The CITY and ENGINEER agree to exercise the first one (1) year extension provided under Section 1.7 ("General") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Section 9 ("Indemnity and Insurance"), Sub-Section 9.2.5** is hereby amended to update the name of the representative for the CITY for purposes of providing Certificates of Insurance.

   CITY: Human Resources & Risk Management Director
   101 Church Street
   Kissimmee, FL 34741

5. **Effective Date.** This First Amendment and Renewal of the Agreement between **CITY** and **PSI** shall be effective upon full execution and shall extend the term of the Agreement through June 21, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Amendment and Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

PSI

By: _____

Title: Regional Director

Date: 6/3/25

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 3 day of June, 2025, by means of ☒ physical presence or ☐ online notarization by _____ as _____ for PSI, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: Cristin Sandkuhl
My Commission Expires: 01/23/2027

Notary Public State of Florida
Cristin Sandkuhl
My Commission HH 352529
Expires 1/23/2027

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

ATTACHMENT "1"
ORIGINAL AGREEMENT

AGREEMENT BETWEEN CITY OF KISSIMMEE
AND PSI
FOR CONTINUING GEOTECHNICAL ENGINEERING,
ENVIRONMENTAL, MATERIAL AND CONSULTING TESTING SERVICES

THIS AGREEMENT is made and entered into this **20 day of April, 2022** by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church St. Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and **PSI** whose address is **600 N Thacker Ave, Kissimmee, FL 34741**, hereinafter "ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of CITY to retain competent and qualified firms to provide future professional on-going surveying services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2022-004, titled "Continuing Contract for Geotechnical Engineering, Environmental, Material and Consulting Testing Services" and firms submitted statement of qualifications which were reviewed, evaluated and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, reputation; and

WHEREAS, based on the competitive selection process the CITY has determined that **PSI** is qualified to provide the services and desires to award a continuing services contract to ENGINEER consistent with the terms, conditions and requirements of the RFQ; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1. GENERAL

1.1 The ENGINEER shall be defined herein to include all principals of the firm of including full time employees, professional or otherwise, and all other servants, agents, employees and/or subconsultants retained by the ENGINEER, to perform its obligations hereunder.

1.2 Prior to the start of any work under this Agreement, the ENGINEER has submitted to the CITY detailed resumes of key engineering personnel that will be involved in performing services described in the Assignment. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the ENGINEER desires to change the key personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

1.2.1 Key personnel involved in performing services described in the assignment are as indicated in Exhibit "E".

1.3 The ENGINEER acknowledges that the CITY has retained other ENGINEERs and that coordination between said ENGINEERs and the ENGINEER may be necessary from time to time for the successful completion of the Assignments. The ENGINEER agrees to provide such coordination as necessary within the Scope of Services contained in Exhibit "A".

1.4 The ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of Assignment.

1.5 Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This Assignment is for professional engineering services related to the CITY. The CITY and ENGINEER mutually acknowledge that this Assignment will be phased over an extended period of time and that aspects of the Assignment(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the ENGINEER during this Assignment.

1.7 The term of this Agreement will be from the latest date of execution by the Parties for a period of three (3) years with two (2) optional one (1) year extensions.

SECTION 2. SCOPE OF SERVICES

The ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s). Unless modified in writing by the Parties hereto, duties of the ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 **GENERAL**

The ENGINEER agrees to perform those services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by the ENGINEER shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the ENGINEER describing the services desired and providing a basis for compensation to the ENGINEER.

2.2 **SPECIAL SURVEYING SERVICES**

The CITY and the ENGINEER agree that there may be certain additional services required to be performed by the ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by the ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the form delineated as Exhibit "B" (Addendum Forms), which is attached hereto and made a part hereof. Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3. CITY'S RIGHT AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the ENGINEER:

3.1 Furnish the ENGINEER with existing data, records, maps, plans specifications, reports, fiscal data, and other engineering information that is available in the Department of Public Works & Engineering files necessary or useful to the ENGINEER for the performance of the Assignment.

All of such documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the Assignment to be performed by the ENGINEER.

3.2 Make CITY personnel available where required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the CITY.

3.3 Provide access to and make provisions for the ENGINEER to enter upon public lands and assist the ENGINEER in gaining access to private lands as required for the ENGINEER within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the ENGINEER and render decisions, in writing, indicating the CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.

3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

3.6 Give prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the ENGINEER's services, or become aware of any issue or changes necessary to the work of the ENGINEER.

3.7 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the engineering Assignment.

SECTION 4. PAYMENT and BASIS OF COMPENSATION

4.1 **GENERAL** - CITY shall pay ENGINEER for engineering services in one of two forms:

A. Lump Sum Method - a negotiated fixed fee for specific tasks or projects. Task authorizations will be negotiated jointly between the CITY and ENGINEER, as authorized in writing in a Letter of Authorization by the CITY, and will be reimbursed on a percentage completion basis, inclusive of labor and direct expenses, according to the amount of work performed for the invoicing period.

B. Closed End Hourly - hourly rate schedule based upon the rates stipulated in Exhibit "B". Task authorizations will generally be of an "on-call" nature with the ENGINEER responding to the CITY's request for services relating to the miscellaneous transportation planning services that may be required from time to time.

4.2 **REIMBURSABLE EXPENSES**. Reimbursable Expenses are in addition to compensation for professional services and include expenses incurred by the ENGINEER and ENGINEER'S employees as follows:

A. Expenses of reproductions, postage and handling of materials and documents as required.

B. If authorized in advance by the CITY, expenses related to travel, including mileage, air fare, rental car and per diem (inclusive of meals and hotel).

C. Direct costs associated with the ENGINEER engaging services for specialized studies and data collection, if required to complete the Scope of Services and if authorized in advance by the CITY.

4.3 **INVOICE PROCESSING**

Payments on account of the ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the ENGINEER'S statement of services rendered or expenses incurred. Invoices for payment submitted under either payment method will be supported by a progress report in sufficient detail to indicate work accomplished during the previous period and work planned during the next period for all open task authorizations. Records of Reimbursable Expenses and expenses pertaining to services performed shall be available to the CITY or the CITY'S authorized representative at mutually convenient times.

Invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. The ENGINEER will be notified of any questionable items contained in invoices submitted by the ENGINEER within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make every effort to resolve all questionable items contained in the ENGINEER's invoices within thirty (30) days of receipt of the invoices by the CITY. In no instance shall payment be due in less than thirty (30) days.

At the end of the thirty (30) day period, the CITY shall pay the ENGINEER the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
Public Works & Engineering Department
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

The CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If the ENGINEER employs legal services to collect overdue amounts, the CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.4 **PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION**

In the event that an Addendum of this Agreement is terminated or canceled, or the ENGINEER's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.5 **ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by the CITY, the ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the ENGINEER, the ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the

Assignment by formal amendment or Addendum to this Agreement.

SECTION 5. WORK COMMENCEMENT and SCHEDULE

5.1 WORK COMMENCEMENT

The ENGINEER will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

The ENGINEER and the CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Assignment.

In the event the work of the ENGINEER is delayed due to no fault of the ENGINEER, which delays the completion of any Addendum of the Assignment, the ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to the ENGINEER will be negotiated to the mutual agreement of the CITY and the ENGINEER in the event such delay causes any Addendum's costs to increase for reasons beyond the ENGINEER's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Assignment. ENGINEER's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Assignment. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6. DESIGNATED REPRESENTATIVES

6.1 GENERAL

The CITY designates the Director of the Public Works & Engineering Department, or her designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The Director of the Public Works & Engineering Department, or her designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER;

6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;

6.1.3 Giving prompt written notice to the ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 **DESIGNATED REPRESENTATIVES**

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the Parties address below:

CITY OF KISSIMMEE:
Mr. Ashley Willis, P.E.
Assistant Director of Public Works & Engineering/City Engineer
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

ENGINEER: ROBERT A. TROMPKE, P.E.
FLORIDA GEOTECHNICAL PRACTICE LEADER
1748 33 STREET
ORLANDO, FL 32839

SECTION 7. CHANGES IN SCOPE

The CITY or the ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the ENGINEER, shall be incorporated by formal amendment to the Addendum.

SECTION 8. TERMINATION/SUSPENSION OF AGREEMENT

8.1 **TERMINATION BY CITY FOR CAUSE**

The CITY may terminate this Agreement for any one or more of the reasons as follows:

8.1.1 If adequate progress on any phase of the Assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform; or

8.1.2 The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by the CITY to be essential to the proper completion of any Assignment; or

8.1.3 The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER, or

8.1.4 The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The ENGINEER violates the Standards of Conduct provisions in Section 12.0 herein.

8.1.6 In the event of any of the causes described in Section 8.1, the CITY's Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the CITY may consider the ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 **TERMINATION BY ENGINEER FOR CAUSE**

The ENGINEER may cancel this Agreement if:

8.2.1 The CITY fails to meet its obligation and responsibilities as contained in Section 3.0 - City's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the ENGINEER in accordance with Section 4.0 - Compensation.

8.2.3 In the event of either of the causes described in Section 8.2, the ENGINEER may send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the ENGINEER may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 **TERMINATION BY CITY WITHOUT CAUSE**

Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to the ENGINEER of the CITY's intent to terminate. In the event that an Assignment(s) is terminated, the CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) to be continued to completion pursuant to the provisions of this Agreement. This Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 **PAYMENT IN THE EVENT OF TERMINATION**

In the event this Agreement or any Assignment is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.

8.5 **ACTION FOLLOWING TERMINATION**

8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 In the case of the CITY terminating the ENGINEER, the ENGINEER shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the ENGINEER in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 **SUSPENSION**

8.6.1 The performance of the ENGINEER's service under any provision of this Agreement may be suspended by the CITY at any time. In the event the CITY suspends the performance of the ENGINEER's services hereunder, the CITY shall so notify the ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the ENGINEER, and the CITY shall promptly pay to the ENGINEER all fees which have become due and payable to the ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the ENGINEER for the suspended services unless and until the CITY notifies the ENGINEER that the services of the ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the ENGINEER's services hereunder are to be resumed, the ENGINEER shall complete the services of the ENGINEER called for in this Agreement and the ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the ENGINEER under this Agreement, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the ENGINEER under this Agreement unless and until the ENGINEER has attained that state of work where the same would be due and payable to the ENGINEER under the provisions of this Agreement.

8.6.2 If the aggregate time of the CITY's suspension or suspensions of the ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the ENGINEER and the CITY shall, upon request of the ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to the ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the ENGINEER's costs attributable to the aforesaid suspensions.

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless the City from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

9.2 INSURANCE

The ENGINEER will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following the ENGINEER's receipt of Notice to Proceed on the Assignment from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

The ENGINEER will provide Workers' Compensation for all his employees at the site location and, in case any work is subcontracted, will require the Subconsultant to provide the Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and $100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

The ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

The ENGINEER will provide coverage for all Company- owned and non-owned vehicles for limits of not less than $500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 **PROFESSIONAL LIABILITY INSURANCE**

Annual Professional Liability Insurance will be maintained with coverage in the amount of $1,000,000 that protects the ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the ENGINEER, or any person or subconsultant employed by the ENGINEER, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by the ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The ENGINEER shall furnish Certificates of Insurance forwarded directly to the following:

Mrs. Natrevia Gradney - Mitchell
Director of Public Works & Engineering
City of Kissimmee
Department of Public Works & Engineering
101 N. Church Street
Kissimmee, Florida 34741

with information copy to the CITY's Purchasing Department and the Designated Representative identified in Section 6.2. The certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The ENGINEER hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that the ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement. Records of cost incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the ENGINEER. The ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the ENGINEER pursuant to this Agreement, are instruments of service in respect to the services described in the Assignment. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the services performed under this Agreement or on any other project.

Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the ENGINEER; and the CITY shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the ENGINEER will entitle the ENGINEER to further compensation at rates to be agreed upon by the CITY and the ENGINEER.

Any documents given to or prepared or assembled by the ENGINEER and its subconsultants under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

The ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

The ENGINEER shall not publish any information concerning this project without the written consent of the CITY.

SECTION 12. STANDARDS OF CONDUCT

12.1 The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

12.2 The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.3 The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.

12.4 The CITY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Agreement which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the ENGINEER in writing of the CITY's objections prior to the ENGINEER's removal of any employee or representative.

12.5 The ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

13.1 The ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The ENGINEER shall also maintain the financial information and data necessary to determine overhead

rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.

13.2 The ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

13.3 ENGINEER acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, ENGINEER shall keep and maintain public records required by the CITY to perform the service.

a. **If ENGINEER has questions regarding the application of Chapter 119, Florida Statutes, to ENGINEER's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.**

b. If CITY's Custodian of Records requests records from ENGINEER, ENGINEER shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. ENGINEER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the ENGINEER does not transfer the records to CITY.

d. Upon completion of the contract, ENGINEER shall transfer, at no cost, to CITY all public records in possession of ENGINEER or keep and maintain public records required by CITY to perform the service. If ENGINEER transfers all public records to CITY upon completion of the Agreement, ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ENGINEER keeps and maintains public records upon completion of the Agreement, ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

e. Upon notice to ENGINEER of a request to inspect or copy public records relating to CITY's agreement for services, ENGINEER shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.

f. If ENGINEER does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.

g. If the ENGINEER fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 14. CODES AND DESIGN STANDARDS

14.1 All the services to be performed by the ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement. Additionally, The ENGINEER shall perform its services in accordance with the professional standard of care. The standard of care applicable to ENGINEER's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the ENGINEER's performance of services, and it is agreed that the ENGINEER is not a fiduciary with respect to the CITY.

14.2 The ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15. ASSIGNABILITY

The ENGINEER shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the ENGINEER from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION 16. CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 18. TIME IS OF THE ESSENCE

18.1 The ENGINEER agrees to perform its services as expeditiously as is consistent with the project schedule.

SECTION 19. EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitute the entire Agreement between the CITY and the ENGINEER and supersede all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits supplemented to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B – WORK ORDER FORM
EXHIBIT C - HOURLY RATES SCHEDULE
EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
EXHIBIT E - KEY PERSONNEL

SECTION 20. DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 **CLAIMS AND DISPUTES**

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 **REMEDIES**

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the ENGINEER arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 **WAIVER OF JURY TRIAL; ATTORNEY'S FEES**

It is mutually agreed by and between City and Owner that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

20.4 **FLORIDA STATUTE 558.0035**

PURSUANT TO F.S. § 558.0035, EMPLOYEES OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 21. E-VERIFY

21.1 In compliance with Section 448.095, Fla. Stat., ENGINEER and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. ENGINEER shall require each of its subcontractors to provide ENGINEER with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ENGINEER shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
b. CITY, ENGINEER, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
c. CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but ENGINEER otherwise complied, shall promptly notify ENGINEER and ENGINEER shall immediately terminate the contract with the subcontractor.

d. Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. ENGINEER acknowledges that upon termination of this Agreement by the City for a violation of this section by ENGINEER, ENGINEER may not be awarded a public contract for at least one (1) year. ENGINEER further acknowledges that ENGINEER is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* ENGINEER or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. ENGINEER shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Agreement to become effective on the day and year first written above.

By: _____

ROBERT TROMACE, PE

Title: DEPARTMENT MANAGER

Date: 4/21/22

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21 day of April, 2022, by means of ☑ physical presence or ☐ online notarization, by Robert Trompke as Dept Manager for Professional Svc Ind Inc, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal: Pamela D. Harper NOTARY PUBLIC STATE OF FLORIDA Comm# GG318186 Expires 4/1/2023

Notary: _____
Print Name: Pamela D. Harper
My Commission Expires: 04/01/2023

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Date: 6/21/2022

ATTEST:
Linda Hansell
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

Under this continuing services agreement the ENGINEER will provide Continuing Geotechnical Engineering Services for assistance in the processing of City construction projects. The services required include but are not limited to: determining if the bearing capacity and other soil characteristics are suitable to construct the proposed roadway and associated structures, exploring the soil stratigraphy in the retention areas, provide the results of the soil permeability test and estimating the normal seasonal high groundwater table at the boring locations.

Typical testing services shall include, but not be limited to, providing LBR's or FBV's; proctors for all fill and misc. materials; density testing of all back fill, pipe structures, subbase, road base and curb pads; asphalt road coring; solid cement breaks and concrete testing all in accordance with FDOT and AASHTO standard requirements.

EXHIBIT B
WORK ORDER FORM

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:

Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of_____method in accordance with the Scope of Services, the total not to exceed _____without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within _____calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
	$ -
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$0.00

Accepted By: _____ (Signature)

Requested By: _____ (Signature)

Title/Position:

Approved By: _____ City Manager (Signature)

City Engineer:

Approved By: _____ Mayor (Signature)

City Engineer (Signature)

Approved By: _____ Director, PW&E (Signature)

City Commission Approval Date: _____ (If Required)

Approved as to Form and Legality: _____ City Attorney (Signature)

EXHIBIT C
HOURLY RATE SCHEDULE

EXHIBIT C

Professional & Technical Services
Professional Service Industries, Inc. (PSI)

	Classification	Hourly Rates
1	Principal Engineer/Scientist	$ 235.00
2	Registered Senior Engineer/Scientist/Threshold Engineer	$ 200.00
3	Project Engineer/Scientist II	$ 150.00
4	Project Engineer/Scientist I	$ 125.00
5	Staff Engineeer/Scientist	$ 100.00
6	Engineering/Scientific Associate/Project Manager	$ 95.00
7	Senior Engineering Technician/Threshold Inspector	$ 70.00
8	Engineering Technician	$ 60.00
9	Draftsman	$ 85.00
10	Technical Secretary	$ 60.00
11	CTQP Level I Technician/Inspector	$ 60.00
12	CTQP Level II Technician/Inspector	$ 70.00

EXHIBIT C

PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI) – 2022

Item				Description	Unit of Measure	Fee
I. SUBSURFACE INVESTIGATIONS, TESTING, AND MONITORING WELLS						
	A.			**Subsurface Soil Investigation**		
		1.		**Mobilization of Drilling Equipment**		
			a.	Standard drilling equipment (site accessible)	Lump sum	445.00
			b.	Bombardier	Lump sum	594.00
			c.	Barge, small, not off-shore	Lump sum	5,900.00
			d.	Mudbug	Lump sum	485.00
		2.		Soil Borings		
			a.	Shallow manual auger borings	Linear foot	13.50
			b.	Power auger borings	Linear foot	13.50
			c.	Standard penetration test (SPT) borings:		
				0 to 50-foot depths	Linear foot	16.75
				50 to 100-foot depths	Linear foot	21.00
				100 to 150-foot depths	Linear foot	28.00
			d.	Rock coring:		
				0 to 50-foot depths	Linear foot	44.75
				50 to 100-foot depths	Linear foot	47.50
				100 to 150-foot depths	Linear foot	50.75
			e.	Grout and seal boreholes		
				0 to 50-foot depths	Linear foot	6.00
				50 to 100-foot depths	Linear foot	7.00
				100 to 150-foot depths	Linear foot	10.25
			f.	Install casing (4-inch):		
				0 to 50-foot depths	Linear foot	12.50
				50 to 100-foot depths	Linear foot	15.50
				100 to 150-foot depths	Linear foot	17.50
			g.	Premium for drilling done with Bombardier, Barge, holiday, weekends or night work time (x) the normal rate	Times the rate	2.00
			h.	Support water truck	Per day	175.00
		3.		Muck Probes/Wash Borings, Manual:		
				2-man crew	Per day	1,100.00
				3-man crew	Per day	1,475.00
		4.		Undisturbed Samples (Shelby Tube):		
				0 to 50-foot depths per sample	Each	225.00
				50 to 100-foot depths per sample	Each	300.00
		5.		Mechanical Cone Soundings	Linear Foot	13.50
		6.		Piezocone Sounding	Linear Foot	17.50
		7.		Dilatometer Probes, continuous; includes tool usage and field technician	Liner	48.00
		8.		Drill Rig Crew (time basis):		
			a.	2-man crew	Per Hour	260.00
			b.	3-man crew	Per Hour	330.00

Item				Description	Unit of Measure	Fee
	B.			Environmental Drilling and Groundwater Monitoring Wells		
				10-foot screen, 20/30 silica, bentonite, grout		
		1.		2-inch and 4-inch Drilled Wells:	2-inch	4-inch
			a.	0 to 20-foot depths, per linear foot	36.00	48.00
			b.	20 to 50-foot depths, per linear foot	41.50	52.00
			c.	50 to 100-foot depths, per linear foot	46.50	45.50
			d.	100 to 150-foot depths, per linear foot	53.50	65.50
		2.		Temporary Groundwater Level Monitoring Wells, PVC Casing:	2-inch	4-inch
			a.	0 to 20-foot depths, per linear foot	28.00	35.00
			b.	20 to 50-foot depths, per linear foot	29.50	37.50
			c.	50 to 100-foot depths, per linear foot	31.00	41.00
			d.	100 to 150-foot depths, per linear foot	35.00	42.50
		3.		6-inch Surface Casing Prices: 6-inch diameter schedule 40 PVC, grouted in place:		
			a.	0 to 20-foot depths	Linear Foot	48.00
			b.	20 to 50-foot depths	Linear Foot	52.00
			c.	50 to 100-foot depths	Linear Foot	65.50
		4.		Manhole or Riser-type Well Cover with 2 ft. x 2 ft. Concrete Pad	Each	408.00
		5.		Direct Push Groundwater Sampling	Per Hour	445.00
		6.		Decontamination of Equipment for Wells	Per Hour	192.50
		7.		Special Covers and Equipment for Wells	Each	356.00
		8.		Abandonment of Wells, per linear foot	2-inch	4-inch
					10.50	14.50
		9.		Recovery Well Installation:		
			a.	4-inch PVC	Linear Foot	97.00
			b.	6-inch PVC	Linear Foot	165.00
			c.	8-inch PVC	Linear Foot	235.00
		10.		Field Permeability Testing:		
			a.	Slug injection/withdrawal permeability test	Each	325.50
			b.	Double-ring infiltrometer test (DIT)	Each	445.00
		11.		General Field Equipment:		
			a.	Data logger (includes 1 transducer)	Per day	340.00
			b.	Organic vapor analyzer	Per day	225.00
			c.	Photo ionization detector	Per day	225.00
			d.	Methane detector	Per day	185.00
			e.	Generator (5 KW)	Per day	135.00
			f.	Steam cleaner	Per day	148.50
			g.	Surveying equipment for groundwater elevations	Per day	97.50
			h.	Centrifugal development pump	Per day	125.00
			i.	Submersible development pump	Per day	125.00
			j.	Peristaltic purging pump	Per day	125.00
			k.	Magnetometer	Per day	115.00
			l.	Product/water interface probe	Per day	45.00
			m.	pH meter	Per day	45.00
			n.	Conductivity meter	Per day	45.00

Item				Description	Unit of Measure	Fee
			o.	Water level indicator	Per day	17.50
			p.	Visqueen, max. 20-foot x 100-foot roll	Per roll	140.00
			q.	Storage drums, 55-gallon, reconditioned	Per drum	96.50
		12.		Expendable Supplies:		
			a.	High capacity filter (0.45 micron)	Each	52.00
			b.	Disposable Teflon bailer	Each	37.50
			c.	Isopropyl alcohol for decontamination	Per Gallon	29.50
			d.	16-ounch soil jars for headspace analysis (12 per box)	Per Box	23.00
			e.	Deionized water for decontamination	Per Gallon	5.00
	C.			Laboratory and Field Analysis for Geotechnical and Hydro Environmental		
		1.		Identification:		
			a.	Natural moisture content, ASTM D-2216	Each	16.50
			b.	Unit weight and moisture content (undisturbed sample)	Each	60.00
			c.	Void ratio determination, additional	Each	52.00
			d.	Open Shelby tubes	Each	52.00
			e.	Liquid and plastic limit, ASTM D-324 and ASTM D-424	Per Sample	120.00
			f.	Shrinkage limit	Per Sample	89.50
			g.	Specific gravity, ASTM D-854	Per Sample	89.50
		2.		Grain Size Determinations:		
			a.	Sieve analysis, ASTM D-421, ASTM D-424	Each	88.00
			b.	Percent fines, ASTM D-1140	Each	59.50
			c.	Hydrometer analysis	Each	156.00
		3.		Consolidation Testing of Undisturbed Samples:		
			a.	Incremental consolidation test, ASTM D-2435:		
				up to 10 load-unload increments	Per Test	750.00
				more than 10 load-unload increments, per add'l increment	Increment	52.00
			b.	Constant rate of strain consolidation, ASTM D-4186	Each	N/A
		4.		Strength Tests:		
			a.	Strength index tests (torvane, penetrometer, etc.)	Each	9.50
			b.	Vane shear tests (field)	Each	556.00
			c.	Unconfined compression test, ASTM D-2166:		
				strength only	Each	104.50
				with stress-strain curve	Each	148.50
			d.	Triaxial test:		
				unconsolidated-undrained, ASTM D28-50	Each	297.00
				unconsolidated-undrained (with pore pressure response)	Each	590.50
				consolidated-undrained (with pore pressure measure)	Each	630.00
				consolidated-drained on sands	Each	518.00
				consolidated-drained on fine grained sands	Each	750.00
				use of fluids other than water, additional per test	Per Test	225.00
			e.	Direct shear test (coarse grained soils):		
				conventional 3-inch box shear	Normal Load	340.00
				with stress reversals	Normal Load	518.00
				conventional 12-inch box shear	Normal Load	665.00
				set-up charge for geosynthetics (add'l per normal load)	Each	73.00

Item				Description	Unit of Measure	Fee
				angle of repose	Each	67.00
			f.	Splitting tensile for rock cores	Each	225.00
		5.		Permeability Tests:		
			a.	Permeability test of sand	Each	275.00
			b.	Permeability test on fine grained soil:		
				$k>10^{-8}$ cm/sec	Each	297.00
				$k<10^{-8}$ cm/sec	Each	445.00
			c.	Permeation with fluids other than water, add'l per test	Per Test	190.00
		6.		Geosynthetics:		
			a.	Geomembrane thickness, ASTM D-1593	Per Sample	44.50
			b.	Geomembrane density, ASTM D-792	Per Sample	73.00
			c.	Geomembrane tensile strength, ASTM D-638, machine and transverse direction	Per Set	171.50
			d.	Geomembrane tear resistance, ASTM D-1004, machine and transverse direction	Per Set	125.00
			e.	Weld peel and shear, ASTM D-413, ASTM D-882	Per Set	127.00
		7.		Miscellaneous Testing:		
			a.	pH (water)	Each	12.50
			b.	Specific conductance (water)	Each	12.50
			c.	Fluoride	Each	26.00
			d.	Sulfate	Each	44.50
			e.	Chloride	Each	44.50
			f.	Soil pH	Each	44.50
			g.	Soil specific conductance	Each	41.00
			h.	Soil resistivity, ASTM G-57	Each	43.50
			i.	Carbonate content	Each	81.50
			j.	Turbidity	Each	44.50
			k.	Corrosion resistance (pH, R, Cl, S)	Each	195.00
II. LABORATORY CONSTRUCTION MATERIALS						
				All listed test costs do not include costs for sampling, which will be charged at the appropriate hourly rate.		
	A.			Soils		
		1.		Standard Proctor, ASTM D-698, all methods	Each	120.00
		2.		Soil Cement Field Proctor, ASTM D-558	Each	105.50
		3.		Modified Proctor, ASTM D-1557, all methods	Each	120.00
		4.		Limerock Bearing Ratio, FDOT 5-515, 5 points	Each	400.00
		5.		California Bearing Ratio	Each	400.00
		6.		Florida Bearing Ratio	Each	45.00
		7.		Compaction Tests (minimum 3 per trip)	Each	34.00
		8.		Dry Preparation of Disturbed Soil and Soil Aggregate Samples	Per Test	16.50
		9.		Organic Content	Each	59.50
	B.			Soil Cement		
		1.		Design in Accordance with PCA "Short Cut Procedures for Sandy Soils"	Each	480.00
		2.		For Wet/Dry Testing Add to Item 1 for Each Cement Content	Each	225.00
		3.		For Freeze/Thaw Testing Add to Item 1 for Each cement content	Each	N/A

Item				Description	Unit of Measure	Fee
		4.		Laboratory Testing of Compressive Strength Test Specimens for Construction Control (3 in set)	Per Test	95.00
		5.		Depth Verification of Base Course and/or Stabilized Subgrade	Each	44.50
		6.		Field Inspection	Per Hour	Hr. tech rate
	C.			Concrete		
		1.		Concrete Compressive Strength Tests:		
				Laboratory curing, testing and reporting compressive strength rest results all in accordance with applicable ASTM standards only. Does not include on-site time to mold, test and transport, which is charged at the hourly technician rate.		
			a.	Set of 5 cylinders	Per Set	81.00
			b.	Additional cylinders	Each	16.00
			c.	Air content pressure method, ASTM C-173	Each	26.00
			d.	Extra slump test	Each	17.00
			e.	Unit weight	Each	40.00
			f.	Laboratory curing, capping and testing of cylinders molded at site by resident technician or sets delivered to laboratory by others (up to 5 per set)	Per Set	56.50
		2.		Coring and Testing Hardened Concrete:		
				Concrete vertical coring of hardened concrete with ready access and for nominal size of 2-inch to 10-inch diameter cores and up to 12 inches thick.		
			a.	Mobilization of coring equipment:		
				with power supplied	Per Site	162.00
				without power supplied	Per Site	189.00
			b.	Coring: 2-person technician crew	Per Hour	Hourly Tech Rate x2
			c.	Curing, trimming, capping and testing cores for compressive strength	Each	23.00
		3.		Concrete Masonry Units:		
			a.	Compressive strength, ASTM C-140 (5 specimens)	Specimen	81.50
			b.	Absorption and moisture content, ASTM C-140 (5 specimens	Specimen	44.50
			c.	Linear drying, shrinkage, ASTM C-341 (min. 3 specimens)	Specimen	44.50
			d.	Block prism assembly (min. 3 specimens)	Specimen	125.00
		4.		Concrete, ASTM C-140; Clay Brick, ASTM C-87; Clay Tile, ASTM C-122:		
			a.	Compressive strength (5 specimens)	Specimen	44.50
			b.	Flexural strength (5 specimens)	Specimen	N/A
			c.	Absorption tests, 24-hour submersion, 5-hour boiling (5 specimens)	Specimen	N/A
		5.		Concrete, ASTM C-497; Clay Pipe, ASTM C-301:		
			a.	Absorption tests, 4-hour boiling per sample	Each	79.50
			b.	Crushing strength, 5-edge bearing, 18-inch maximum per test	Each	N/A
		6.		Concrete Materials:		

Item				Description	Unit of Measure		Fee
			a.	Sieve analysis, dry, ASTM C-136, including finer than No. 200 sieve, ASTM C-177:			
				fine aggregate	Each		44.50
				coarse aggregate	Each		50.00
			b.	Specific gravity, ASTM C-127 or ASTM C-128:			
				fine aggregate	Each		90.00
				coarse aggregate	Each		90.00
			c.	Unit weight, ASTM C-29	Each		48.00
			d.	Organic impurities (colorimetric, ASTM C-40)	Each		33.00
			e.	Effect of organic impurities, ASTM C-87	Each		237.00
			f.	Clay lumps in aggregate, AASHTO T-112	Each		40.00
			g.	Soft particles, ASTM C-851	Each		79.50
			h.	Friable particles, ASTM C-142	Each		79.50
			i.	Abrasion, Los Angeles, ASTM C-131, includes preparation of sample, if uncrushed	Each		395.00
		7.		Mix Design or Verification:		Design	Verification
			a.	Initial mix, including test of fine and coarse aggregate, 6 confirmatory cylinders per mix	Ea.	1,675.50	608.50
			b.	Confirmatory cylinder, one cylinder per mix	Ea.	85.00	90.00
			c.	Flexural strength mix, 6 test beams including test of aggregate, per mix	Ea.	1,675.50	608.50
			d.	Additional mix, 6 test beams, same aggregate, per mix	Ea.	840.00	178.00
			e.	Lightweight aggregate mixes	Ea.	1,258.50	445.00
			f.	Mix reviews and calculations	Ea.	343.00	363.00
		8.		Windsor Probe	Each		74.00
		9.		Schmitt Hammer Tests	Hour		Hr. tech rate
	D.			Construction Services Specialty Testing			
		1.		Pile Load Test - Up to 300 Ton (includes calibrated equipment such as gauges, wire line, etc. Personnel will be charged at the hourly rates)	Each		TBD
		2.		Drilled Shaft Inspection/Testing (billed as Sr. Engineering Tech.)	Hour		Hr. tech rate
		3.		Non-Destructive Testing of In-Situ Concrete (includes field engineer and instruments)	Hour		Hr. tech rate
		4.		Vibration Monitoring (includes field engineer and equipment)	Day		891.50
		5.		Cross Hole Sonic Logging (includes field engineer & equipment)	Shift		TBD
	E.			Asphaltic Mixtures			
		1.		Bitumen Extractions	Each		120.00
		2.		Gradations of Extracted Aggregates	Each		100.00
		3.		Marshall Stability and Flow Tests	Each		165.00
		4.		Items 1, 2, and 3 above	Each		350.00
		5.		Field Density Determinations of Cores (not including coring costs)	Per core		38.00
		6.		Design Mixes (Marshall design method)	Per Design		1,370.00
		7.		Mobilization of Coring Equipment:			
			a.	with power supplied	Per Site		160.00

Item				Description	Unit of Measure	Fee
			b.	without power supplied	Per Site	190.00
		8.		Coring for Thickness	Per Core	74.00
		9.		Asphalt Coring of Existing Roadways (requiring maintenance of traffic, attenuator vehicle, etc.)		
			a.	Mobilization	Each	330.00
		10.		Pile Installation Monitoring and Inspection		
			a.	Provided at Senior Engineering Technician Rates	Hour	Hr. tech rate
III. ANALYTICAL LABORATORY SERVICES						
				All analytical services to be priced by request and on a per project basis.	Hourly	
IV. ENVIRONMENTAL						
	A.			Equipment Rental		
		1.		Organic Vapor Analyzer (OVA)	Per Day	225.00
		2.		Data Logger/Pressure Transducer	Per Day	340.00
		3.		Generator		
			a.	5 KW generator	Per Day	135.00
			b.	10 KW generator	Per Day	189.50
		4.		Sediment Core	Per Day	202.00
		5.		Vibracore Sampler	Per Day	335.00
		6.		Pump - Development/Centrifugal	Per Day	67.50
		7.		Shallow Groundwater Sampling Kit	Per Day	335.00
		8.		Soil Sampling Kit	Per Day	305.50
		9.		Air Quality Sampling Kit	Per Day	202.00
		10.		Surveying Equipment	Per Day	97.50
		11.		Water Level Indicator/Interface Probe	Per Day	36.00
		12.		In-Line Filters	Per Day	60.50
		13.		Sampling Supplies	Per Well	24.50
		14		8 oz. Sample Jars with Lids, 24/case	Per Case	37.00
		15.		Portable Remediation Unit		
			a.	50 gpm w/air stripping unit and w/3 hp SVE blower	Per Day	TBD
			b.	75 gpm w/air stripping unit and SVE/AS	Per Day	TBD
		16.		Granular Activated Carbon Cells		
			a.	1,800 LB each	Per Week	TBD
			b.	600 LB each	Per Week	TBD
		17.		Bladder Pump with Controller	Per Day	215.00
		18.		Bladder Pump Controller	Per Day	90.00
		19.		Backhoe with Operator	Per Day	1,160.00
		20.		Geoprobe Drilling Rig	Per Day	1,890.00
		21.		Combustible Gas Indicator	Per Day	97.50
		22.		Handheld GPS Unit (+/- three meter accuracy)	Per Day	97.50
		23.		Barge/Boat Sampling Platform (8' x 8')	Per Day	202.00
		24.		Pontoon Boat 20'	Per Day	583.00
		25.		Air Boat	Per Day	Quoted upon request
		26.		Ambient Air Samples (non-viable)	Each	86.00

Item				Description	Unit of Measure	Fee
		27.		Ambient Air Sample (viable)	Each	86.00
		28.		Wall Cavity Samples (non-viable)	Each	90.00
		29.		Tape/Lift Sample (non-viable)	Each	86.00
		30.		Swab Sample	Each	86.00
		31.		Transmission Electronic Microscopy (TEM), 24 hour	Each	202.00
		32.		TEM, 48 hour	Each	165.00
		33.		Phase Contrast Microscopy (PCM), 24 hour	Each	24.50
		34.		PCM, 48 hour	Each	18.50
		35.		PLM, 48 hour	Each	22.50
		36.		Point Count Analysis	Each	73.00
		37.		Total Lead Sample (atomic absorption method)	Each	24.50
		38.		X-ray Florescence (XRF)(lead-based paint survey)	Per Day	245.00
		39.		Air Monitoring		
			a.	8-hour shift	Per Day	615.00
			b.	12-hour shift	Per Day	760.50
		40.		Live Capture Traps (funnel and bucket)	Each	18.50
	B.			IDW Handling, Decontamination, Safety, Well Permits		
		1.		55-gallon Steel Drums	Each	97.00
		2.		Transporting of Drums On-site	Per Hour	162.00
		3.		OSHA Safety Devices (level C)	Per Day/Man	73.00
		4.		Permitting and Well Completion Report Processing	Per Hour	73.00
V. PROJECT OVERSIGHT (ABATEMENT ACTIVITIES)						
				Services to be priced by request on a per project basis.		

This fee schedule presents a broad range of services offered under this contract. Fees for services and/or equipment not specifically listed, that are requested during the contract period will be negotiated on a case by case basis. Negotiations shall establish a unit of measure and an estimated quantity to result in an acceptable overall cost (unit x quantity = total price).

1. Additional tests will be in accordance with PSI regular rates and quoted upon request.
2. Charges for re-inspections or retests are not included in this estimate and will be invoiced at the unit rates included herein.
3. Cancellation without notice will be invoiced at the Engineering Technician's hourly rate.
4. Work conducted in excess of 40 hours per week, on holidays and/or on weekends, at your request, will be invoiced at 1.5 times the normal rates, unless other arrangements are made in advance.
5. Standby time during re-compaction, due to late arrival of concrete, etc. and concrete monitoring on a full-time basis will be invoiced at the Engineering Technician's hourly rate.
6. Minimum of 4 in-place density tests per trip.

EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First Class rates will only be approved if the CITY required and expeditious action and coach rates were unavailable.

2. Maximum mileage allowance will be the same as allowed by the IRS.

3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The ENGINEER shall attempt to obtain the lowest rates available.

4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of the CITY's administrative offices.

5. Meals shall be reimbursed per the current GSA.gov travel guidelines.

   Reimbursement for meals shall not apply to local employees within 60-mile radius of the ENGINEER.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

   All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

EXHIBIT E
KEY PERSONNEL

EXHIBIT E
KEY PERSONNEL – Professional Service Industries, Inc. 2022

PRINCIPAL ENGINEER
- Robert Trompke, PE
- Ian Kinnear, PE
- Angela Garzia, PE

REGISTERED SENIOR ENGINEER/THRESHOLD ENGINEER/SENIOR DIRECTOR
- Mustapha Abboud, PE
- James Hill, PE, SI
- Ben Golestani, PE, PhD
- Lance Reaves

PROJECT ENGINEER/SCIENTIST II
- Max McGahan, PE
- Malcolm Thompson, PE
- Aaron Wells, PE
- Vicki Lewis

PROJECT ENGINEER/SCIENTIST I
- Robert (Bob) Bryant
- Jeff Townsend
- Isabel King
- John Clary

STAFF ENGINEER
- Luis Calderon
- Marcus Mancini
- Andy Pinkerton

ENGINEERING/SCIENTIFIC ASSOCIATE
- Sydney Rivera
- Andrew Smith
- Dagmara Krupa

SENIOR ENGINEERING TECH./THRESHOLD REP.
- Daniel Esposito
- Jose Ramos
- Jose Perez
- Isoel Rodriguez

ENGINEERING TECHNICIAN
- Asier San Juan
- Benny Spears
- Ken Farrell

DRAFTSMAN
- David J. Williams

TECHNICAL SECRETARY
- Cindy Demeter
- Lula Reyes

CTQP LEVEL I
- Stephen Jowahir
- Bradley Sampar

CTQP LEVEL II
- Michael Soto Soto
- Willie Simmons

Attachment 2

Changes to Original Agreement (if any)

This Attachment documents any amendments to the Original Agreement that apply to this First Extension.

If no changes are listed below, then all terms, conditions, and scope of services of the Original Agreement shall remain in full force and effect without modification.

ITEM 7.M

Amendment and renewal of Continuing Services Contracts for Milling, Resurfacing and Minor Concrete Work

Request

Request approval of the first amendment and one-year renewal of continuing services contracts for milling, resurfacing and minor concrete work with the following firms: Asphalt Paving Systems, Inc. (Contract # 20230078), American Persian Engineering & Construction, LLC. (Contract # 20240056), Premier Engineering, Inc. (Contract # 20240057), RJR Contractor, LLC. (Contract # 20250275), Schuller Contractors Incorporated (Contract # 20250276).

Explanation

On June 21, 2022, the City Commission approved the award of continuing services for milling, resurfacing and minor concrete work to qualified firms through a competitive selection process (RFQ). The original agreements provide for an initial three-year term with the option of two additional one-year extensions. These contracts support various capital improvement and development projects on an as-needed basis through individual task work orders.

The current contracts are set to expire on September 21, 2025. Staff has reviewed the services and performance of each of the selected firms and recommends exercising the first optional extension. If approved, the new contract expiration date will be September 21, 2026. Any updates to the scope or the fee schedule are detailed in the individual extension agreements.

Recommendation

Approval of the first one-year extension of Continuing Professional Engineering Services contracts with Asphalt Paving Systems, Inc., American Persian Engineering & Construction, LLC., Premier Engineering, RJR Contractor, LLC. Inc., and Schuller Contractors Incorporated extending the agreements through September 21, 2026.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. (S) First Amendment and Renewal Agreement – Asphalt Paving Systems, Inc.
2. (S) First Amendment and Renewal Agreement – American Persian Engineering & Construction, LLC.
3. (S) First Amendment and Renewal Agreement – Premier Engineering, Inc.
4. (S) First Amendment and Renewal Agreement – RJR Contractor, LLC.
5. (S) First Amendment and Renewal Agreement – Schuller Contractors Incorporated

FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND ASPHALT PAVING SYSTEMS, INC.

THIS FIRST AMENDMENT AND RENEWAL of the Agreement for Professional Contractor Services Related to engineering services for the City of Kissimmee is made this _____ day of _____ 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **ASPHALT PAVING SYSTEMS, INC.**, located at 9021 Wire Road, Zephyrhills, FL 33540, hereinafter known as "CONTRACTOR." The CONTRACTOR and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2022-002 "Contract for Milling, Resurfacing and Minor Concrete Work" and opened all received responses through a competitive selection process in accordance with the Contractors' Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, on June 21, 2022, the City of Kissimmee and Asphalt Paving Systems, Inc., entered into an Agreement for professional contractor services (the "Original Agreement"); and

WHEREAS, the Original Agreement is set to expire on September 20, 2025; and

WHEREAS, the CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to extend the Original Agreement for an additional (1) year period pursuant to the terms of same.

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. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Amendment and Renewal, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated June 21, 2022, incorporated herein by reference and attached hereto as **Attachment "1"**.

3. **TERM.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under Article 4 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Article 19 ("Notices")** is hereby amended to update the name of the representative for the CITY for purposes of providing notice. All notices required or permitted under the Agreement shall be directed to the updated representative as set forth in this amendment.

Notice to CITY: Ashley Willis, PW&E Director
101 Church Street
Kissimmee, FL 34741

5. **Effective Date.** This First Amendment and Renewal of the Agreement between **CITY** and **ASPHALT PAVING SYSTEMS, INC.** shall be effective upon full execution and shall extend the term of the Agreement through September 20, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Amendment and Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

ASPHALT PAVING SYSTEMS, INC.

By: _____ Robert Capoferri

Title: President

Date: 06/04/2025

STATE OF FLORIDA)
COUNTY OF Pasco)

The foregoing instrument was acknowledged before me this 4th day of June, 2025, by means of ☒ physical presence or ☐ online notarization by Robert Capoferri as President for Asphalt Paving Systems, Inc., a ~~Florida~~ New Jersey corporation, who is personally known to me or has produced identification.

Notary Seal:

MARY E. FREGOSO
Commission # HH 356587
Expires January 31, 2027

Notary: _____
Print Name: Mary Fregoso
My Commission Expires: January 31, 2027

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

ATTACHMENT "1"
ORIGINAL AGREEMENT

AGREEMENT between CITY OF KISSIMMEE

And

Asphalt Paving Systems, Inc.

THIS AGREEMENT is made this 21st day of June, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City" and Asphalt Paving Systems, Inc., whose business address is 9021 Wire Road, Zephyrhills, FL 33540, hereinafter "Contractor" and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, City desires to award IFB 2022-002 to Contractor consistent with the terms and conditions and requirements of the bid specifications.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.

2. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.

3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit "A", Exhibit "B", any and all change orders, and this Agreement. Contractor agrees to provide these services in a professional manner in accordance with the standards outlined Exhibit "A". Contractor shall supervise the performance of work by employees who shall present a favorable image for the City at all times when working on City property.

4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Public Works and Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

6. **BOND**. Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of $10,000.00.

7. **INSURANCE.** Contractor is required to submit to the City Certificates of Insurance naming the City as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor, at its sole cost and expense, shall maintain insurance coverage as follows:

   A. **Workers Compensation**: Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

   B. **Comprehensive General Liability**: Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than $1,000,000.00.

   C. **Comprehensive Automobile Liability**: Contractor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00.

   D. **Umbrella Insurance**: The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00.

8. **WORK ORDERS.** The City may issue subsequent modifications to the work order(s) for additional work that was not known or included in the Specifications that is found to be needed during the course of this Agreement and above the amount set forth in Exhibit "C." Contractor must seek approval from the City before performing any additional work. The City must provide the Contractor with written documentation of the modification to any work order within three (3) business days of verbal approval. Contractor is not obligated to perform additional work until written modification has been received from the City but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the Contractor without City consent will be evaluated and considered for payment based upon the work's merit. If the City determines the incidental additional work was not included in the original scope of the project and required for the Contractor's uninterrupted performance in fulfillment of the contract, then the City will approve the Contractor's request for payment for incidental additional work.

9. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving the Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

   Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the City. The Contractor shall however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

10. **TERMINATION FOR CAUSE.** If City wishes to terminate the Contractor for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If the Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. The Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the Contractor may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost

thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

11. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement immediately without notice to Contractor In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.

12. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

13. **INDEMNIFICATION/HOLD HARMLESS.** To the extent permitted by law, Contractor hereby releases and waives all claims against the City, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of Contractor, its agents, employees, sub-contractors, or other persons, for which injury or damages result from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Nothing in the agreement shall

be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from Contractor performance of the Agreement or any breach or default of Contractor.

14. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;

b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

15. **NON-ASSIGNMENT.** Contractor shall not assign, sell or transfer this Agreement or any portion hereof without receiving the written consent of the City. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited.

16. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.

18. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.

19. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:
Natrevia Gradney-Mitchell, Public Works and Engineering Director
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:
Robert Capoferri – President
9021 Wire Road
Zephyrhills, Florida 33540

20. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.

21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

(*Signature page to follow*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CONTRACTOR Asphalt Paving Systems, Inc.

By: _____

Title: Robert Capoferri, President

Date: 6/10/2022

STATE OF FLORIDA

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 10th day of June, 2022, by means of ☒ physical presence or ☐ online notarization, by Robert Capoferri as President for Asphalt Paving Systems, Inc, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

NOTARY PUBLIC STATE OF FLORIDA

AMANDA R. REICHART
Commission # HH 214726
Expires January 22, 2026

Notary: _____

Print Name: Amanda Reichart

My Commission Expires: January 22, 2026

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner
Date: 6/21/2022

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

_____
City Attorney

EXHIBIT "A"

EXHIBIT "B"

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	COST
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	$122,409.03
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	$946.45
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	$ 28.40
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	$ 296.75
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	$ 2.75
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	$ 27.25
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	$ 64.75
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	$ 98.00
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	—
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	—
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	$ 15.75

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

_____
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

RL We do not take exception to Specifications.
(initial)

_____ We take exception to Specifications as follows:
(initial)

_____

_____

_____

(attach additional sheets, if necessary)

COMPANY NAME Asphalt Paving Systems, Inc.
COMPANY ADDRESS 9021 Wire Road Zephyrhills, FL 33540

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN. BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: 5/4/2022
(signature)

Robert Capoferri, President EMAIL: FLEstimating@asphaltpavingsystems.com
(typed name/title of signer)

TELEPHONE NO.: (813) 788-0010 FAX NO.: (813)788-0020

Asphalt Paving Systems, Inc.
9021 Wire Road
Zephyrhills, FL 33540

CITY OF KISSIMMEE
ALTERNATIVE PAVING METHODS
SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	$ 153.07
6	Inlet Protection System	26-50	EA	$ 153.07
7	Inlet Protection System	51-100+	EA	$ 153.07
8	Floating Turbidity Barrier	1-200	LF	$ 45.93
9	Floating Turbidity Barrier	201-500	LF	$ 30.64
10	Floating Turbidity Barrier	501-1000+	LF	$ 30.64
11	Staked Silt Fence	1-200	LF	$ 7.70
12	Staked Silt Fence	201-500	LF	$ 6.16
13	Staked Silt Fence	501+	LF	$ 6.16
14	Clearing and Grubbing	1	AC	$ 82,910.30
15	Curb and Gutter Removal	1-200	LF	$ 36.03
16	Curb and Gutter Removal	201-500	LF	$ 34.05
17	Curb and Gutter Removal	501+	LF	$ 34.05
18	Miscellaneous Concrete Removal	1-200	SY	$ 72.00
19	Existing Pipe Removal	1-200	LF	$ 123.09
20	Existing Pipe Removal	201-500	LF	$ 107.86
21	Existing Pipe Removal	501+	LF	$ 107.86
22	Removal of Existing Pavement	1-200	SY	$ 72.00
23	Removal of Existing Pavement	201-500	SY	$ 66.22
24	Removal of Existing Pavement	501+	SY	$ 66.22
25	Roadway Excavation	1-200	CY	$ 69.30
26	Roadway Excavation	201-500	CY	$ 56.76
27	Roadway Excavation	501+	CY	$ 56.76
28	Swale Grading	1-200	LF	$ 82.12
29	Swale Grading	201-500	LF	$ 75.68
30	Swale Grading	501+	LF	$ 75.68
31	Embankment (Truckload)	1-200	CY	$ 97.79
32	Embankment (Truckload)	201-500	CY	$ 94.60
33	Embankment (Truckload)	501+	CY	$ 94.60
34	Flowable Fill	1-9	CY	$ 974.60
35	Flowable Fill	10-18	CY	$ 945.62
36	Flowable Fill	19-27+	CY	$ 945.62
37	Asphaltic Base Course	1-200	TN	$ 284.96
38	Asphaltic Base Course	201-500	TN	$ 274.23
39	Asphaltic Base Course	501+	TN	$ 274.23

40	Optional Base Group 1	1-200	SY	$ 55.66
41	Optional Base Group 1	201-500	SY	$ 55.66
42	Optional Base Group 1	501-1000+	SY	$ 36.41
43	Optional Base Group 4	1-200	SY	$ 61.22
44	Optional Base Group 4	201-500	SY	$ 61.22
45	Optional Base Group 4	501-1000+	SY	$ 41.97
46	Optional Base Group 6	1-200	SY	$ 89.71
47	Optional Base Group 6	201-500	SY	$ 89.71
48	Optional Base Group 6	501-1000+	SY	$ 59.02
49	Optional Base Group 9	1-200	SY	$ 95.32
50	Optional Base Group 9	201-500	SY	$ 95.32
51	Optional Base Group 9	501-1000+	SY	$ 64.57
52	Optional Base Group 11	1-200	SY	$ 100.87
53	Optional Base Group 11	201-500	SY	$ 100.87
54	Optional Base Group 11	501-1000+	SY	$ 70.18
55	Milling (1")	1-200	SY	$ 132.57
56	Milling (1")	201-500	SY	$ 53.03
57	Milling (1")	501-1000+	SY	$ 5.94
58	Milling (1.5")	1-200	SY	$ 132.57
59	Milling (1.5")	201-500	SY	$ 53.03
60	Milling (1.5")	501-1000+	SY	$ 5.94
61	Milling (2")	1-200	SY	$ 132.57
62	Milling (2")	201-500	SY	$ 53.03
63	Milling (2")	501-1000+	SY	$ 5.94
64	Milling (3")	1-200	SY	$ 132.57
65	Milling (3")	201-500	SY	$ 53.03
66	Milling (3")	501-1000+	SY	$ 6.88
67	Milling (4")	1-200	SY	$ 132.57
68	Milling (4")	201-500	SY	$ 53.03
69	Milling (4")	501-1000+	SY	$ 6.88
70	Milling (5")	1-200	SY	$ 132.57
71	Milling (5")	201-500	SY	$ 53.03
72	Milling (5")	501-1000+	SY	$ 7.21
73	Milling (6")	1-200	SY	$ 132.57
74	Milling (6")	201-500	SY	$ 53.03
75	Milling (6")	501-1000+	SY	$ 7.54
76	Type III Asphaltic Concrete	1-200	TN	$ 230.00
77	Type III Asphaltic Concrete	201-500	TN	$ 205.00
78	Type III Asphaltic Concrete	501+	TN	$ 180.00
79	Asphaltic Concrete Type "S-1"	1-200	TN	$ 270.00
80	Asphaltic Concrete Type "S-1"	201-500	TN	$ 210.00
81	Asphaltic Concrete Type "S-1"	501+	TN	$ 155.00
82	Asphaltic Concrete Type "S-3"	1-200	TN	$ 272.00
83	Asphaltic Concrete Type "S-3"	201-500	TN	$ 215.00
84	Asphaltic Concrete Type "S-3"	501+	TN	$ 158.00
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	$ 2,424.73
86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	$ 2,269.41

87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	$ 2,269.41
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	$ 1,616.51
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	$ 1,512.94
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	$ 1,512.94
91	18" RCP CD - CI	1-200	LF	$ 280.56
92	18" RCP CD - CI	201-500	LF	$ 253.06
93	18" RCP CD - CI	501+	LF	$ 253.06
94	Type "A" Curb	1-25	LF	$ 109.25
95	Type "A" Curb	26-50	LF	$ 70.73
96	Type "A" Curb	51-100+	LF	$ 70.73
97	Type "B" Curb	1-20	LF	$ 136.62
98	Type "B" Curb	26-50	LF	$ 70.73
99	Type "B" Curb	51-100+	LF	$ 70.73
100	Type "D" Curb	1-25	LF	$ 109.29
101	Type "D" Curb	26-50	LF	$ 70.73
102	Type "D" Curb	51-100+	LF	$ 70.73
103	Type "E" Curb	1-25	LF	$ 109.29
104	Type "E" Curb	26-50	LF	$ 70.73
105	Type "E" Curb	51-100+	LF	$ 70.73
106	Type "F" Curb	1-25	LF	$ 109.29
107	Type "F" Curb	26-50	LF	$ 70.73
108	Type "F" Curb	51-100+	LF	$ 70.73
109	Valley Gutter	1-25	LF	$ 136.62
110	Valley Gutter	26-50	LF	$ 88.44
111	Valley Gutter	51-100+	LF	$ 88.44
112	Traffic Separator - (4')	1-25	LF	$ 136.62
113	Traffic Separator - (4')	26-50	LF	$ 88.44
114	Traffic Separator - (4')	51-100+	LF	$ 88.44
115	Traffic Separator - (6')	1-25	LF	$ 163.90
116	Traffic Separator - (6')	26-50	LF	$ 106.10
117	Traffic Separator - (6')	51-100+	LF	$ 91.74
118	Traffic Separator - (width varies)	1-25	SY	$ 160.88
119	Traffic Separator - (width varies)	26-50	SY	$ 141.46
120	Traffic Separator - (width varies)	51-100+	SY	$ 122.27
121	Concrete Sidewalk - (4" thickness)	1-100	SY	$ 97.79
122	Concrete Sidewalk - (4" thickness)	101-250	SY	$ 97.79
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	$ 77.28
124	Concrete Sidewalk - (6" thickness)	1-100	SY	$ 129.86
125	Concrete Sidewalk - (6" thickness)	101-250	SY	$ 101.48
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	$ 101.48
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	$ 129.86
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	$ 101.48
129	Concrete Sidewalk - (6" Thickness)	251+	SY	$ 101.04
130	Detectable Warning Surfaces (Inset)	1-50	SF	$ 35.26
131	Detectable Warning Surfaces (Inset)	51-100	SF	$ 35.26
132	Detectable Warning Surfaces (Inset)	101+	SF	$ 35.26
133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	$ 38.28

134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	$ 38.28
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	$ 38.28
136	Sodding (Bahia)	1-200	SY	$ 9.90
137	Sodding (Bahia)	201-500	SY	$ 8.80
138	Sodding (Bahia)	501+	SY	$ 5.50
139	Sodding (Floratam)	1-200	SY	$ 12.10
140	Sodding (Floratam)	201-500	SY	$ 11.00
141	Sodding (Floratam)	501+	SY	$ 7.70
142	Loop Assembly, F&I - Type B	1	AS	$ 5,720.00
Pavement Markings				
143	Install Sign (single post)	1-5	EA	$ 759.00
144	Install Sign (single post)	6-15	EA	$ 695.75
145	Install Sign (single post)	16-30+	EA	$ 670.45
146	Install Sign (multi-post)	1-5	EA	$ 1,518.00
147	Install Sign (multi-post)	6-15	EA	$ 1,391.50
148	Install Sign (multi- post)	16-30+	EA	$ 1,239.70
149	Reflective Pavement Markers (RPM's)	1-20	EA	$ 10.35
150	Reflective Pavement Markings (RPM's)	21-60	EA	$ 6.90
151	Reflective Pavement Markers (RPM's)	61-100+	EA	$ 5.75
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	$ 1.84
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	$ 1.38
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	$ 0.81
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	$ 1.84
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	$ 1.38
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	$ 0.81
158	12" Solid Traffic Stripe (paint)	1-25	LF	$ 5.75
159	12" Solid Traffic Stripe (paint)	26-50	LF	$ 5.18
160	12" Solid Traffic Stripe (paint)	51-100+	LF	$ 4.60
161	18" Solid Traffic Stripe (paint)	1-25	LF	$ 5.98
162	18" Solid Traffic Stripe (paint)	26-50	LF	$ 5.18
163	18" Solid Traffic Stripe (paint)	51-100+	LF	$ 4.83
164	24" Solid Traffic Stripe (paint)	1-25	LF	$ 11.50
165	24" Solid Traffic Stripe (paint)	26-50	LF	$ 10.35
166	24" Solid Traffic Stripe (paint)	51-100+	LF	$ 9.20
167	6" Skip Traffic Stripe (paint)	1-200	LF	$ 2.88
168	6" Skip Traffic Stripe (paint)	201-500	LF	$ 2.30
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	$ 1.73
170	6" Dotted Guide Lines (paint)	1-50	LF	$ 2.88
171	6" Dotted Guide Lines (paint)	51-100	LF	$ 2.30
172	6" Dotted Guide Lines (paint)	101-150+	LF	$ 1.73
173	Directional Arrows (Paint)	1-10	EA	$ 46.00
174	Directional Arrows (Paint)	11-50	EA	$ 34.50
175	Directional Arrows (Paint)	51+	EA	$ 28.75
176	Pavement Messages (Paint)	1-10	EA	$ 69.00
177	Pavement Messages (Paint)	11-50	EA	$ 57.50
178	Pavement Messages (Paint)	51+	EA	$ 40.25
179	8" Solid Traffic Stripe (Paint)	1-200	LF	$ 3.45

180	8" Solid Traffic Stripe (Paint)	201-500	LF	$ 2.30
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	$ 1.73
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	$ 3.34
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	$ 2.88
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	$ 2.30
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	$ 3.34
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	$ 2.88
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	$ 2.30
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$ 8.05
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$ 6.90
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$ 5.75
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$ 8.63
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$ 7.48
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$ 6.33
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$ 16.10
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$ 13.80
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$ 11.50
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	$ 2.88
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	$ 2.59
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	$ 2.30
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	$ 2.88
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	$ 2.59
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	$ 2.30
203	Directional Arrows / Extru. Thermo.	1	EA	$ 86.25
204	Preformed Symbol	1	EA	$ 345.00
205	Pavement Messages / Extru. Thermo.	1	EA	$ 207.00
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	$ 4.03
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	$ 2.88
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	$ 2.30
209	Remove Ex. Pavement Markings(paint)	1-100	SF	$ 3.45
210	Remove Ex. Pavement Markings(paint)	101-300	SF	$ 2.88
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	$ 2.59
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	$ 4.60
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	$ 4.31
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	$ 4.03
			TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE	$122,409.03

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	NB
216	Asphalt Recycling	10,001 - 50,000	SY	NB
217	Asphalt Recycling	50,001+	SY	NB
218	Recycling Agent	1 - 10,000	GAL	NB
219	Recycling Agent	10,001 - 50,000	GAL	NB
220	Recycling Agent	50,001+	GAL	NB
HOT-IN-PLACE (100%) Asphalt Recycling				
221	Base Course HIPR	1 - 10,000	SY	NB

222	Base Course HIPR	10,001 - 50,000	SY	NB
223	Base Course HIPR	50,001+	SY	NB
224	2" Complete HIPR	1 - 10,000	SY	NB
225	2" Complete HIPR	10,001 - 50,000	SY	NB
226	2" Complete HIPR	50,001+	SY	NB
227	Asphalt Recycling Agent	1 - 10,000	SY	NB
228	Asphalt Recycling Agent	10,001 - 50,000	SY	NB
229	Asphalt Recycling Agent	50,001+	SY	NB
			TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE	$ -

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	$ 355.00
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	$ 305.00
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	$ 260.00
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	$ 4.40
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	$ 3.65
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	$ 3.05
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	$ 5.75
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	$ 4.95
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	$ 4.65
			TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE	$ 946.45

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	$ 5.55
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	$ 3.30
S-12	Single Chip Seal -#89 Granite	50,001+	SY	$ 3.05
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	$ 6.75
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	$ 5.10
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	$ 4.65
			TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE	$ 28.40

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	$ 13.25
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	$ 7.65
S-18	Full Depth Reclamation /6"-9"	50,001+	SY	$ 7.10

S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	$ 13.75
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	$ 8.25
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	$ 7.90
S-22	Cement for Reclamation	1	TN	$ 190.00
S-23	Emulsion for Reclamation	1	Gal	$ 2.85
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	$ 18.00
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	$ 15.00
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	$ 13.00
		TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE		$ 296.75

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-27	Fog Seal	1- 10,000	SY	$ 1.10
S-28	Fog Seal	10,001- 50,000	SY	$ 0.85
S-29	Fog Seal	50,000+	SY	$ 0.80
		TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE		$ 2.75

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-30	Cape Seal	1- 10,000	SY	$ 11.30
S-31	Cape Seal	10,001- 50,000	SY	$ 8.25
S-32	Cape Seal	50,000+	SY	$ 7.70
		TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE		$ 27.25

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	$ 24.55
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	$ 20.70
S-35	In-Place Recycling-Reconstrction	50,000+	SY	$ 19.50
		TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE		$ 64.75

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-36	Crack Filling/Sealing	1-500	GAL	$ 35.00
S-37	Crack Filling/Sealing	501 - 1000	GAL	$ 33.00
S-38	Crack Filling/Sealing	1,001+	GAL	$ 30.00

			TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE	$ 98.00
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	NB
2	Night Work Mobilization	1	%	NB
3	Maintenance of Traffic	1	%	NB
4	Maintenance of Traffic Nightwork	1	%	NB
S-39	Asphalt Rejuvenator	1-50,000	SY	NB
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	NB
S-41	Asphalt Rejuvenator	100,001+	SY	NB
			TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE	$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	NB
2	Night Work Mobilization	1	%	NB
3	Maintenance of Traffic	1	%	NB
4	Maintenance of Traffic Nightwork	1	%	NB
S-42	Speed Hump W/ Curbing	1-50	FT	NB
S-43	Speed Hump W/ Curbing	51-100	FT	NB
S-44	Speed Hump W/ Curbing	101+	FT	NB
S-45	Speed Hump No Curbing	1-50	FT	NB
S-46	Speed Hump No Curbing	51-100	FT	NB
S-47	Speed Hump No Curbing	101+	FT	NB
			TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE	$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-48	Slurry Seal	1-10,000	SY	$ 6.00
S-49	Slurry Seal	10,001 - 50,000	SY	$ 5.10
S-50	Slurry Seal	50,001+	SY	$ 4.65
			TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE	$ 15.75

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR:_Asphalt Paving Systems, Inc.__

CITY OF
KISSIMMEE
1883

March 21, 2022

Addendum No. 1

Project: Alternative Paving Methods
Bid No: IFB2022-002

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Vendor Link
Due to COVID-19 interested parties are requested to respond to this Request for Proposal by Electronic submittals. Email or other means will not be accepted. Vendor Link help can be accessed by emailing, support@evendorlink.com, and Demandstar help can be accessed by emailing, support@demandstar.com.

To ensure correct information formatting:

- Submit electronically through myvendorlink.com
- Upload files only in MS Word (.doc or .docx), Excel (.xls or xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (.ZIP) formats.
- Enable printing on files submitted
- Clearly identify the Bid Number, Name, Submission Date, and Name on the Response Cover Page or Letterhead
- Contact Vendor Link technical support at support@evendorlink.com if technical difficulties arise during proposal submission. Any bids received after above stated time and date will not be considered.

If you are receiving this message you have requested updates and/or information for a particular project or service which can be obtained by registering with https://www.myvendorlink.com/common/register.aspx. Registering with myvendorlink will ensure that you receive notifications, and of any changes to an advertised solicitation.

DemandStar:
To ensure correct information formatting:

- Submit electronically through demandstar.com
- Upload files only in MS Word (.doc or .docx), Excel (.xls or xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (.ZIP) formats.
- Enable printing on files submitted
- Clearly identify the Bid Number, Name, Submission Date, and Name on the Response Cover Page or Letterhead
- Contact Demandstar technical support at support@demandstar.com if technical difficulties arise during proposal submission. Any bids received after above stated time and date will not be considered.

If you are receiving this message, you have requested updates and/or information for a particular project or service which can be obtained by registering with

https://www.demandstar.com/registration. Registering with Demandstar will ensure that you receive notifications, and of any changes to an advertised solicitation.

It shall be the sole responsibility of the bidder to have their bid electronically delivered to Procurement Services Division for receipt on or before the above stated time and date.

Non-Mandatory Pre-bid Meeting Update

The scheduled Non-Mandatory Pre-bid Meeting located at the Kissimmee City Hall on April 13, 2022 at 10:00AM has been moved to a teleconference platform.

You are invited to a Zoom meeting.
Topic: IFB2022-002 Alternative Paving Methods Non-Mandatory Pre-bid Meeting
Time: Apr 13, 2022 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/87363894003?pwd=bERuZDMwV1pjNXNXdTRrN2lZZmZGdz09

Meeting ID: 873 6389 4003
Passcode: jKGz8E
One tap mobile
+13017158592,,87363894003# US (Washington DC)
+13126266799,,87363894003# US (Chicago)

Dial by your location
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
Meeting ID: 873 6389 4003
Find your local number: https://us02web.zoom.us/u/kbAUtHEKF5

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the IFB. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the IFB remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

_____
(Signature)
COMPANY NAME Asphalt Paving Systems, Inc
COMPANY ADDRESS 9021 Wire Road Zephyrhills, FL 33540
BY: _____ DATE: 5/4/2022
(signature)
Robert Capoferri, President EMAIL: FLEstimating@asphaltpavingsystems.com

(typed name/title of signer)

CITY OF
KISSIMMEE
1883

March 25, 2022

Addendum No. 2

Project: Alternative Paving Methods
Bid No: IFB2022-002

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

1. Does the City have an annual estimate/budget for this Contract?

   Answer:

   - Road Resurfacing $500K - $1 Million annually
   - ADA Improvements Projects $500K annually
   - The City may have additional Capital Roadway Projects that will by funded separately by the City or Grant funding.

2. How many Contractors is the City anticipating on awarding this to?

   Answer: Two or Three Contractors.

3. Has this Term Contract been awarded in the past? If so, can you provide the ITB# and name of the Contract and the awardees?

   Answer: No.

4. Does the City have the Bid Form of pay items available in excel format?

   Answer: See Attachment C "workbook" along with this Addendum.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFQ. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFQ remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

(Signature)

COMPANY NAME Asphalt Paving Systems, Inc

COMPANY ADDRESS 9021 Wire Road Zephyrhills, FL 33540

BY: (signature) DATE: 5/4/2022

Robert Capoferri, President EMAIL: FLEstimating@asphaltpavingsystems.com

(typed name/title of signer)

CITY OF
KISSIMMEE
1883

March 30, 2022

Addendum No. 3

Project: Alternative Paving Methods
Bid No: IFB2022-002

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

1. Would the City consider adding an asphalt price index adjustment similar to that used by FDOT due to the current volatility in the market?

   Answer: Yes. The City will use the FDOT's Fuel and Asphalt / Bituminous Average Price Index

2. Is this solicitation/contract able to be piggybacked by another city/county?

   Answer: Yes

3. Does the Contractor need to bid on all Contract Items, or can we provide select pricing for items that fall in our company's ability?

   Answer: No. The Contractor does not need to bid on all Contract Items. The contractor may also elect to use subcontractors for items that fall outside their company's ability.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the IFB. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the IFB remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

(Signature)

COMPANY NAME Asphalt Paving Systems, Inc

COMPANY ADDRESS 9021 Wire Road Zephyrhills, FL 33540

BY: _____ DATE: 5/4/2022

(signature)

Robert Capoferri, President

(typed name/title of signer)

EMAIL: FLEstimating@asphaltpavingsystems.com

CITY OF
KISSIMMEE
1883

April 25, 2022

Addendum No. 4

Project: Alternative Paving Methods
Bid No: IFB2022-002

TO ALL PROPOSERS:
The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

1. Is there a Payment bond required on this IFB?
   Answer: Payment bond will be required when applicable and contractor will be given ample time to obtain payment bond.

2. What will be the average work order amount?
   Answer: The average work order amount will depend on the size and location of the project.

3. How is the $10,000 Performance bond being calculated? Is it driven from the average work order?
   Answer: **Revision 2.10 BOND REQUIREMENT: This bid requires the following bond:**
   The selected Bidder may be required to furnish Payment and Performance Bonds to the City of Kissimmee per Florida Statutes, Section 255.05 equal to 100 percent of the total amount of each project/task. Bond forms will be furnished by the City and only those forms will be used. Per Florida Statute 255.05, upon approval and award of the project, the performance and payment bonds are required to be recorded by the awarded contractor in the public records of Osceola County, Florida. An original or certified copy of the bonds must be returned to the City of Kissimmee Finance Department. A surety company, authorized to do business in the State of Florida and acceptable to the City of Kissimmee, shall sign the bonds. The bonds shall be dated with the actual execution date. With these bonds, the responsible party shall file certified copies of the power of attorney of such attorney-in fact signing the bond on behalf of the surety, and such certificates shall be certified to show that such power of attorney was in effect to and including the date of the actual execution of the bonds. If bonds are required, they shall remain in full force and effect until satisfactory completion of any specified performance guarantee tests, or satisfactory completion of all other contractual requirements, which shall occur last. The City of Kissimmee shall furnish a copy of the selected Bidder's bond to any lienor demanding that bond under the provisions of Florida Statutes.

4. Based on the bid package and its requirements, it is required that all contractors must be FDOT prequalified in respective pay items which they submit a bid. **Question: Is**

Flexible paving qualification is required for a contractor who is FDOt pre-qualified and certified on categories such as Drainage Driveway, Sidewalk, grading, grassing and etc, and who is not certified in flexible paving, but will face minor flexible paving **incidental** to his/her respective work such as the concrete/ drainage service as respective pay items such as ADA work or removal and replacement of curb? (Such as hot in place, pothole repair/ infrared asphalt recycling, heating in place repair and asphalt repair in front of curb or ADA concrete, Speed hump and drainage work). Considering that FDOT flexible paving qualifications are for long stretch of roadways and doesn't apply for the above-mentioned examples and small repair areas. **Do the contractors need to be FDOT flexible paving prequalified to perform small repair areas and incidental work to their respective work?** Please clarify.
Answer: No.

5. Is subcontracting allowed or not?
   Answer: Subcontractor pricing will not be allowed during the bidding process. Once the contract is awarded the prime contractor will be allowed to use subcontractor for minor tasks on the work order.

6. Will the award be per Section or based on pricing the contractor will be awarded? Or will they be awarded what they are specialized in?
   Answer: Sections are based off the prime's specialty.

7. Based on average work order from previous years, what are the amount for paving has the city done?
   Answer: The City has not had a contract like this in the past. This will depend on the size and location of the project.

8. There are conflicting requirements in the bid for contractor qualifications. Will 5 projects in the last 2 years be acceptable for contractor qualifications?
   Answer: Yes.

9. Since the term of the contact is through 2025, how will price adjustments be handled?
   Answer: Price adjustments will be re-evaluated yearly.

10. Per General Requirement 4 Task Authorization Process, The contractor is to provide a price based on a City provided Scope of work for the individual project. Is the contractor bound to use the unit prices stipulated in the bid or will the contractor be able to adjust their pricing based on the specific scope of work provided for the task?
    Answer: No. The contractor must honor the unit price stipulated in the bid.

11. The bid requires that the contractor have 3 reclaimers "on hand at time of bid". There is no need for there to be 3 reclaimers onsite at any time. Can this requirement be changed to the contractor having 2 reclaimers?
    Answer: Yes. This requirement can be changed to only have 2 reclaimers.

12. Is a bid bond required to be submitted with the bid? If not, does a letter of surety from our bonding company need to accompany the bid?
    Answer: A bid bond is not required with submittal nor a letter of surety as this is a Task Authorization process and a performance bond is required prior to commencement of any work assigned.

13. Does the City have an annual estimate/budget for this Contractor?
Answer: See Addendum No. 2 Question 1.

14. How many Contractors is the City anticipating on awarding this to?
Answer: See Addendum No. 2 Question 2.

15. Has the Term Contract been awarded in the past? If so, can you provide the ITB# and the name of the Contract and the awardees?
Answer: No.

16. Does the City have the Bid Form of pay items available in excel format?
Answer: See Attachment C "workbook" along with Addendum No. 2.

17. Does the Contractor need to bid on all Contract Items, or can we provide select pricing for items that fall in out company's ability?
Answer: See Addendum No. 3 Question 3.

18. Is a Bid Bond or Performance Bond required with the bid submittal?
Answer: See answer in Question 12.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the IFB. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the IFB remain unchanged.

Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

(Signature)
COMPANY NAME Asphalt Paving Systems, Inc
COMPANY ADDRESS 9021 Wire Road Zephyrhills, FL 33540
BY: _____ DATE: 5/4/2022
(signature)
Robert Capoferri, President EMAIL: FLEstimating@asphaltpavingsystems.com
(typed name/title of signer)

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this _____day of _____20___, personally appeared

(print name)_____ being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) _____ MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE. Qualification documentation attached.

._____
Signature of Affiant

._____
Typed/Printed Name of Affiant

._____

._____
Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____day of _____20__, by

._____
(Signature of Notary Public-State of Florida)

._____
(Print, Type, or Stamp commissioned name of notary public)___personally known or ____ produced identification. Type of identification produced_____

Asphalt Paving Systems, Inc.
9021 Wire Road
Zephyrhills, FL 33540

CITY OF KISSIMMEE
ALTERNATIVE PAVING METHODS
SCHEDULE OF UNIT PRICES

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
Mobilization/Maintenance of Traffic				
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	$ 153.07
6	Inlet Protection System	26-50	EA	$ 153.07
7	Inlet Protection System	51-100+	EA	$ 153.07
8	Floating Turbidity Barrier	1-200	LF	$ 45.93
9	Floating Turbidity Barrier	201-500	LF	$ 30.64
10	Floating Turbidity Barrier	501-1000+	LF	$ 30.64
11	Staked Silt Fence	1-200	LF	$ 7.70
12	Staked Silt Fence	201-500	LF	$ 6.16
13	Staked Silt Fence	501+	LF	$ 6.16
14	Clearing and Grubbing	1	AC	$ 82,910.30
15	Curb and Gutter Removal	1-200	LF	$ 36.03
16	Curb and Gutter Removal	201-500	LF	$ 34.05
17	Curb and Gutter Removal	501+	LF	$ 34.05
18	Miscellaneous Concrete Removal	1-200	SY	$ 72.00
19	Existing Pipe Removal	1-200	LF	$ 123.09
20	Existing Pipe Removal	201-500	LF	$ 107.86
21	Existing Pipe Removal	501+	LF	$ 107.86
22	Removal of Existing Pavement	1-200	SY	$ 72.00
23	Removal of Existing Pavement	201-500	SY	$ 66.22
24	Removal of Existing Pavement	501+	SY	$ 66.22
25	Roadway Excavation	1-200	CY	$ 69.30
26	Roadway Excavation	201-500	CY	$ 56.76
27	Roadway Excavation	501+	CY	$ 56.76
28	Swale Grading	1-200	LF	$ 82.12
29	Swale Grading	201-500	LF	$ 75.68
30	Swale Grading	501+	LF	$ 75.68
31	Embankment (Truckload)	1-200	CY	$ 97.79
32	Embankment (Truckload)	201-500	CY	$ 94.60
33	Embankment (Truckload)	501+	CY	$ 94.60
34	Flowable Fill	1-9	CY	$ 974.60
35	Flowable Fill	10-18	CY	$ 945.62
36	Flowable Fill	19-27+	CY	$ 945.62
37	Asphaltic Base Course	1-200	TN	$ 284.96
38	Asphaltic Base Course	201-500	TN	$ 274.23
39	Asphaltic Base Course	501+	TN	$ 274.23

40	Optional Base Group 1	1-200	SY	$ 55.66
41	Optional Base Group 1	201-500	SY	$ 55.66
42	Optional Base Group 1	501-1000+	SY	$ 36.41
43	Optional Base Group 4	1-200	SY	$ 61.22
44	Optional Base Group 4	201-500	SY	$ 61.22
45	Optional Base Group 4	501-1000+	SY	$ 41.97
46	Optional Base Group 6	1-200	SY	$ 89.71
47	Optional Base Group 6	201-500	SY	$ 89.71
48	Optional Base Group 6	501-1000+	SY	$ 59.02
49	Optional Base Group 9	1-200	SY	$ 95.32
50	Optional Base Group 9	201-500	SY	$ 95.32
51	Optional Base Group 9	501-1000+	SY	$ 64.57
52	Optional Base Group 11	1-200	SY	$ 100.87
53	Optional Base Group 11	201-500	SY	$ 100.87
54	Optional Base Group 11	501-1000+	SY	$ 70.18
55	Milling (1")	1-200	SY	$ 132.57
56	Milling (1")	201-500	SY	$ 53.03
57	Milling (1")	501-1000+	SY	$ 5.94
58	Milling (1.5")	1-200	SY	$ 132.57
59	Milling (1.5")	201-500	SY	$ 53.03
60	Milling (1.5")	501-1000+	SY	$ 5.94
61	Milling (2")	1-200	SY	$ 132.57
62	Milling (2")	201-500	SY	$ 53.03
63	Milling (2")	501-1000+	SY	$ 5.94
64	Milling (3")	1-200	SY	$ 132.57
65	Milling (3")	201-500	SY	$ 53.03
66	Milling (3")	501-1000+	SY	$ 6.88
67	Milling (4")	1-200	SY	$ 132.57
68	Milling (4")	201-500	SY	$ 53.03
69	Milling (4")	501-1000+	SY	$ 6.88
70	Milling (5")	1-200	SY	$ 132.57
71	Milling (5")	201-500	SY	$ 53.03
72	Milling (5")	501-1000+	SY	$ 7.21
73	Milling (6")	1-200	SY	$ 132.57
74	Milling (6")	201-500	SY	$ 53.03
75	Milling (6")	501-1000+	SY	$ 7.54
76	Type III Asphaltic Concrete	1-200	TN	$ 230.00
77	Type III Asphaltic Concrete	201-500	TN	$ 205.00
78	Type III Asphaltic Concrete	501+	TN	$ 180.00
79	Asphaltic Concrete Type "S-1"	1-200	TN	$ 270.00
80	Asphaltic Concrete Type "S-1"	201-500	TN	$ 210.00
81	Asphaltic Concrete Type "S-1"	501+	TN	$ 155.00
82	Asphaltic Concrete Type "S-3"	1-200	TN	$ 272.00
83	Asphaltic Concrete Type "S-3"	201-500	TN	$ 215.00
84	Asphaltic Concrete Type "S-3"	501+	TN	$ 158.00
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	$ 2,424.73
86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	$ 2,269.41

87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	$ 2,269.41
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	$ 1,616.51
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	$ 1,512.94
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	$ 1,512.94
91	18" RCP CD - CI	1-200	LF	$ 280.56
92	18" RCP CD - CI	201-500	LF	$ 253.06
93	18" RCP CD - CI	501+	LF	$ 253.06
94	Type "A" Curb	1-25	LF	$ 109.25
95	Type "A" Curb	26-50	LF	$ 70.73
96	Type "A" Curb	51-100+	LF	$ 70.73
97	Type "B" Curb	1-20	LF	$ 136.62
98	Type "B" Curb	26-50	LF	$ 70.73
99	Type "B" Curb	51-100+	LF	$ 70.73
100	Type "D" Curb	1-25	LF	$ 109.29
101	Type "D" Curb	26-50	LF	$ 70.73
102	Type "D" Curb	51-100+	LF	$ 70.73
103	Type "E" Curb	1-25	LF	$ 109.29
104	Type "E" Curb	26-50	LF	$ 70.73
105	Type "E" Curb	51-100+	LF	$ 70.73
106	Type "F" Curb	1-25	LF	$ 109.29
107	Type "F" Curb	26-50	LF	$ 70.73
108	Type "F" Curb	51-100+	LF	$ 70.73
109	Valley Gutter	1-25	LF	$ 136.62
110	Valley Gutter	26-50	LF	$ 88.44
111	Valley Gutter	51-100+	LF	$ 88.44
112	Traffic Separator - (4')	1-25	LF	$ 136.62
113	Traffic Separator - (4')	26-50	LF	$ 88.44
114	Traffic Separator - (4')	51-100+	LF	$ 88.44
115	Traffic Separator - (6')	1-25	LF	$ 163.90
116	Traffic Separator - (6')	26-50	LF	$ 106.10
117	Traffic Separator - (6')	51-100+	LF	$ 91.74
118	Traffic Separator - (width varies)	1-25	SY	$ 160.88
119	Traffic Separator - (width varies)	26-50	SY	$ 141.46
120	Traffic Separator - (width varies)	51-100+	SY	$ 122.27
121	Concrete Sidewalk - (4" thickness)	1-100	SY	$ 97.79
122	Concrete Sidewalk - (4" thickness)	101-250	SY	$ 97.79
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	$ 77.28
124	Concrete Sidewalk - (6" thickness)	1-100	SY	$ 129.86
125	Concrete Sidewalk - (6" thickness)	101-250	SY	$ 101.48
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	$ 101.48
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	$ 129.86
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	$ 101.48
129	Concrete Sidewalk - (6" Thickness)	251+	SY	$ 101.04
130	Detectable Warning Surfaces (Inset)	1-50	SF	$ 35.26
131	Detectable Warning Surfaces (Inset)	51-100	SF	$ 35.26
132	Detectable Warning Surfaces (Inset)	101+	SF	$ 35.26
133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	$ 38.28

134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	$ 38.28
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	$ 38.28
136	Sodding (Bahia)	1-200	SY	$ 9.90
137	Sodding (Bahia)	201-500	SY	$ 8.80
138	Sodding (Bahia)	501+	SY	$ 5.50
139	Sodding (Floratam)	1-200	SY	$ 12.10
140	Sodding (Floratam)	201-500	SY	$ 11.00
141	Sodding (Floratam)	501+	SY	$ 7.70
142	Loop Assembly, F&I - Type B	1	AS	$ 5,720.00
Pavement Markings				
143	Install Sign (single post)	1-5	EA	$ 759.00
144	Install Sign (single post)	6-15	EA	$ 695.75
145	Install Sign (single post)	16-30+	EA	$ 670.45
146	Install Sign (multi-post)	1-5	EA	$ 1,518.00
147	Install Sign (multi-post)	6-15	EA	$ 1,391.50
148	Install Sign (multi- post)	16-30+	EA	$ 1,239.70
149	Reflective Pavement Markers (RPM's)	1-20	EA	$ 10.35
150	Reflective Pavement Markings (RPM's)	21-60	EA	$ 6.90
151	Reflective Pavement Markers (RPM's)	61-100+	EA	$ 5.75
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	$ 1.84
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	$ 1.38
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	$ 0.81
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	$ 1.84
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	$ 1.38
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	$ 0.81
158	12" Solid Traffic Stripe (paint)	1-25	LF	$ 5.75
159	12" Solid Traffic Stripe (paint)	26-50	LF	$ 5.18
160	12" Solid Traffic Stripe (paint)	51-100+	LF	$ 4.60
161	18" Solid Traffic Stripe (paint)	1-25	LF	$ 5.98
162	18" Solid Traffic Stripe (paint)	26-50	LF	$ 5.18
163	18" Solid Traffic Stripe (paint)	51-100+	LF	$ 4.83
164	24" Solid Traffic Stripe (paint)	1-25	LF	$ 11.50
165	24" Solid Traffic Stripe (paint)	26-50	LF	$ 10.35
166	24" Solid Traffic Stripe (paint)	51-100+	LF	$ 9.20
167	6" Skip Traffic Stripe (paint)	1-200	LF	$ 2.88
168	6" Skip Traffic Stripe (paint)	201-500	LF	$ 2.30
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	$ 1.73
170	6" Dotted Guide Lines (paint)	1-50	LF	$ 2.88
171	6" Dotted Guide Lines (paint)	51-100	LF	$ 2.30
172	6" Dotted Guide Lines (paint)	101-150+	LF	$ 1.73
173	Directional Arrows (Paint)	1-10	EA	$ 46.00
174	Directional Arrows (Paint)	11-50	EA	$ 34.50
175	Directional Arrows (Paint)	51+	EA	$ 28.75
176	Pavement Messages (Paint)	1-10	EA	$ 69.00
177	Pavement Messages (Paint)	11-50	EA	$ 57.50
178	Pavement Messages (Paint)	51+	EA	$ 40.25
179	8" Solid Traffic Stripe (Paint)	1-200	LF	$ 3.45

180	8" Solid Traffic Stripe (Paint)	201-500	LF	$ 2.30
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	$ 1.73
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	$ 3.34
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	$ 2.88
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	$ 2.30
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	$ 3.34
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	$ 2.88
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	$ 2.30
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$ 8.05
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$ 6.90
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$ 5.75
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$ 8.63
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$ 7.48
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$ 6.33
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$ 16.10
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$ 13.80
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$ 11.50
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	$ 2.88
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	$ 2.59
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	$ 2.30
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	$ 2.88
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	$ 2.59
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	$ 2.30
203	Directional Arrows / Extru. Thermo.	1	EA	$ 86.25
204	Preformed Symbol	1	EA	$ 345.00
205	Pavement Messages / Extru. Thermo.	1	EA	$ 207.00
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	$ 4.03
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	$ 2.88
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	$ 2.30
209	Remove Ex. Pavement Markings(paint)	1-100	SF	$ 3.45
210	Remove Ex. Pavement Markings(paint)	101-300	SF	$ 2.88
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	$ 2.59
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	$ 4.60
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	$ 4.31
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	$ 4.03
		TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE		$122,409.03

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	NB
216	Asphalt Recycling	10,001 - 50,000	SY	NB
217	Asphalt Recycling	50,001+	SY	NB
218	Recycling Agent	1 - 10,000	GAL	NB
219	Recycling Agent	10,001 - 50,000	GAL	NB
220	Recycling Agent	50,001+	GAL	NB
HOT-IN-PLACE (100%) Asphalt Recycling				
221	Base Course HIPR	1 - 10,000	SY	NB

222	Base Course HIPR	10,001 - 50,000	SY	NB
223	Base Course HIPR	50,001+	SY	NB
224	2" Complete HIPR	1 - 10,000	SY	NB
225	2" Complete HIPR	10,001 - 50,000	SY	NB
226	2" Complete HIPR	50,001+	SY	NB
227	Asphalt Recycling Agent	1 - 10,000	SY	NB
228	Asphalt Recycling Agent	10,001 - 50,000	SY	NB
229	Asphalt Recycling Agent	50,001+	SY	NB
			TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE	$ -

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	$ 355.00
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	$ 305.00
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	$ 260.00
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	$ 4.40
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	$ 3.65
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	$ 3.05
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	$ 5.75
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	$ 4.95
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	$ 4.65
			TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE	$ 946.45

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	$ 5.55
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	$ 3.30
S-12	Single Chip Seal -#89 Granite	50,001+	SY	$ 3.05
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	$ 6.75
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	$ 5.10
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	$ 4.65
			TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE	$ 28.40

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	$ 13.25
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	$ 7.65
S-18	Full Depth Reclamation /6"-9"	50,001+	SY	$ 7.10

S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	$ 13.75
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	$ 8.25
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	$ 7.90
S-22	Cement for Reclamation	1	TN	$ 190.00
S-23	Emulsion for Reclamation	1	Gal	$ 2.85
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	$ 18.00
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	$ 15.00
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	$ 13.00
		TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE		$ 296.75

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-27	Fog Seal	1- 10,000	SY	$ 1.10
S-28	Fog Seal	10,001- 50,000	SY	$ 0.85
S-29	Fog Seal	50,000+	SY	$ 0.80
		TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE		$ 2.75

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-30	Cape Seal	1- 10,000	SY	$ 11.30
S-31	Cape Seal	10,001- 50,000	SY	$ 8.25
S-32	Cape Seal	50,000+	SY	$ 7.70
		TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE		$ 27.25

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	$ 24.55
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	$ 20.70
S-35	In-Place Recycling-Reconstrction	50,000+	SY	$ 19.50
		TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE		$ 64.75

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-36	Crack Filling/Sealing	1-500	GAL	$ 35.00
S-37	Crack Filling/Sealing	501 - 1000	GAL	$ 33.00
S-38	Crack Filling/Sealing	1,001+	GAL	$ 30.00

			TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE	$ 98.00
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	NB
2	Night Work Mobilization	1	%	NB
3	Maintenance of Traffic	1	%	NB
4	Maintenance of Traffic Nightwork	1	%	NB
S-39	Asphalt Rejuvenator	1-50,000	SY	NB
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	NB
S-41	Asphalt Rejuvenator	100,001+	SY	NB
			TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE	$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	NB
2	Night Work Mobilization	1	%	NB
3	Maintenance of Traffic	1	%	NB
4	Maintenance of Traffic Nightwork	1	%	NB
S-42	Speed Hump W/ Curbing	1-50	FT	NB
S-43	Speed Hump W/ Curbing	51-100	FT	NB
S-44	Speed Hump W/ Curbing	101+	FT	NB
S-45	Speed Hump No Curbing	1-50	FT	NB
S-46	Speed Hump No Curbing	51-100	FT	NB
S-47	Speed Hump No Curbing	101+	FT	NB
			TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE	$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	5%
2	Night Work Mobilization	1	%	10%
3	Maintenance of Traffic	1	%	5%
4	Maintenance of Traffic Nightwork	1	%	10%
S-48	Slurry Seal	1-10,000	SY	$ 6.00
S-49	Slurry Seal	10,001 - 50,000	SY	$ 5.10
S-50	Slurry Seal	50,001+	SY	$ 4.65
			TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE	$ 15.75

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR:_Asphalt Paving Systems, Inc.__

Attachment D

BIDDER'S PERSONNEL LIST

The Bidder shall indicate on this form all personnel currently employed by the Contractor to be utilized in the performance of this Scope of Work.

MANAGER/SUPERINTENDENT: (For each individual listed, indicate the total years employed by bidder & in this field.)

	Name	Years Employed	Years in Field
1.	TBD by each work order Can be submitted prior to work starting		

EMPLOYEE/WORK CREW:

2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Attach additional pages if necessary to include all personnel.

(PLEASE SEE ATTACHED)

Attachment E

BIDDER'S EQUIPMENT LIST

ITEM	MODEL/YEAR	MANUFACTURER
1.		
Owned by Bidder: 2.	OR Leased from:	
Owned by Bidder: 3.	OR Leased from:	
Owned by Bidder: 4.	OR Leased from:	
Owned by Bidder: 5.	OR Leased from:	
Owned by Bidder: 6.	OR Leased from:	
Owned by Bidder: 7.	OR Leased from:	
Owned by Bidder: 8.	OR Leased from:	
Owned by Bidder: 9.	OR Leased from:	
Owned by Bidder: 10.	OR Leased from:	
Owned by Bidder: 11.	OR Leased from:	
Owned by Bidder: 12.	OR Leased from:	
Owned by Bidder:	OR Leased from:	

Attach additional pages if necessary to include all equipment

(PLEASE SEE ATTACHED) **Attachment F**

BIDDER'S PREVIOUS EXPERIENCE LIST

The Bidder shall indicate at least five (5) recent Agreements of a non-residential nature, completed or in progress by the Bidder, including, but not limited to, any previous experience similar in size and scope to the Scope of Work indicated in this Invitation to Bid. ***Do not include projects completed or currently underway with the City of Kissimmee.***

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	$

Company/Entity Name	
Contact Name & Title	
Address	
Phone Number / E-mail	
Name and Scope of Contract	
Date of Contract	
Dollar Amount of Contract	$

Attachment G

NOTICE

IFB2022-002

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____

Address: _____

_____

_____

Phone Number: (___)_____

Fax Number: (___)_____

Continue on Vendor List: _____ Yes _____ No

___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time

_____ Suitable, but engaged in other work

_____ Quantity too small

_____ Cannot meet required minimum

_____ Opening date does not allow sufficient time to complete

_____ Equivalent not presently available

_____ Other reasons or remarks:_____

_____

_____

_____

_____
Signature

Attachment H

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Robert Capoferri, President

Vendor's Signature

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McKee Risk Management, Inc. 610 Freedom Business Center Drive, Suite 300 King of Prussia, PA 19406-1329	CONTACT NAME: Joseph J. Meola, CIC, CRM PHONE (A/C, No, Ext): 609 561-4161 FAX (A/C, No): 609 567-2824 E-MAIL ADDRESS: cmoresco@mckeerisk.com
INSURED Asphalt Paving Systems Inc. 500 N. Egg Harbor Road P O Box 530 Hammonton, NJ 08037	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Starr Indemnity & Liability Company — 38318 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		1000025864221	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $100,000 $5,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			1000008480221	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			1000586980221	04/01/2022	04/01/2023	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1000004574	04/01/2022	04/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ASPHALT PAVING SYSTEMS
9021 Wire Rd • Zephyrhills, FL 33540
Phone (813) 788-0010 • Fax (813) 788-0020

EQUIPMENT LIST

Quantity	Make	Year	Model	Description
2	Wirtgen	2019	CR3800	Road Profiler / Recycler
2	Wirtgen	2018	210-I	Road Profiler / Recycler
6	Wirtgen	2018	WR250	Reclaimer/Recycler
1	Wirtgen	2017	2000	Cold Planer
2	Wirtgen	2018	150	Cold Planer
1	Caterpillar	2016	D5	Dozer
7	Caterpillar	2017	12M	Grader
6	Caterpillar	2018	14M	Grader
1	Caterpillar	2017	95G	Rubber Tire Loader
3	Caterpillar	2008	938G	Rubber Tire Loader
2	Caterpillar	2010	936F	Rubber Tire Loader
1	Caterpillar	2013	325BL	Hydraulic Excavator
7	Caterpillar	2018	420F	Backhoe
2	Caterpillar	2017	415F	Backhoe
2	Caterpillar	2015	655	Paver
6	Caterpillar	2013	1055	Paver
1	Caterpillar	2016	534	Asphalt Roller
1	Ingersoll Rand	1999	DD90	Asphalt Roller
1	Caterpillar	2016	214C	Asphalt Roller
2	Caterpillar	2016	224C	Asphalt Roller
1	Ingersoll Rand	2009	DD110	Asphalt Roller
3	Caterpillar	2014	CB-64	Roller
8	Caterpillar	2012	534XW	Roller
7	Caterpillar	2007	563C	Roller
1	Caterpillar	2012	433C	Roller
2	Etnyre	2016		Distributor
8	Etnyre	2016		Distributor
10	Western Star	2019	9500	Triaxle Dump Truck
1	Western Star	2019	9500	Triaxle Dump Truck
1	Western Star	2019	9500	Tandem Dump Truck
2	Western Star	2019	9500	Tractor
2	Western Star	2019	9500	Tractor
2	Western Star	2019	9500	Tractor
3	Western Star	2019	9500	Water Truck
5	Western Star	2019	9500	Lowbed Trailer
6				Emulsion Tanker
2	East			Dump Trailer
1	Athey	2014	2TE4DHL	Sweeper
2	Caterpillar	2018	853C	Cold Planer
4	Caterpillar	2003	PS180	Rubber Tire Roller
1	Dynapac	2016	CP271	Rubber Tire Roller
8	Caterpillar	2012	PS360	Rubber Tire Roller
5	Ford	2013-2018	F-9000	Cement Truck
2	Weilter	2016	E-1250	Transfer Vehicle

Additional Equipment Provided Upon Request

ASPHALT PAVING SYSTEMS
9021 Wire Rd • Zephyrhills, FL 33540
Phone (813) 788-0010 • Fax (813) 788-0020

Equipment List

Quantity	Make	Year	Model	Description
9	Bergkamp	2017-2018	M-310	Paver
8	Bergkamp	2017	M-1	Mobil Mix Paver
6	Bergkamp	2018	M-1	Mobil Mix Paver
3	Bergkamp	2018	M-1	Mobil Mix Paver
4	Bergkamp	2020	M-1	Paver
4	Bergkamp	2004	L-9000	Mobile Support
12	(13 CY)	2010	L-9000	Trucks
2	Bergkamp (21 CY)	2008	L-9000	Mobile Support
			L-9000	Trailers
19	Ford	2015-2019	F450	Stake Body
28	Ford	2014-2019	F450	Utility Body
12	Ford	2014-2019	F450	Crew Cabs
4	Athey Mobil	2015		Broom
9	CAT	2015	PS-130	Rubber Tire Roller
6	CAT	2011-2016	PS-360	Rubber Tire Roller
8	CAT	2014	936g	Wheel Loader
13	CAT	2014-2108	938m	Loader
1	CAT	2019	938m	Loader
2	CAT	2018	926g	Loader
16	Etnyre	2016	Series 6000	Bulk Tanker
12	Fruehauf	1992	6000 gal	Bulk Tanker
14	Heil	1991	6500	Bulk Tanker
16	Etnyre	1990	6000	Bulk Tanker
4	Etnyre	2018	Centenial (2000)	Oil Distributor
6	Etnyre	2018-2020	Black Topper (2000)	Oil Distributor
5	Etnyre	2014	Black Topper (2000)	Oil Distributor
5	Etnyre	2015-2020	Black Topper (4000)	Oil Distributor
1	Etnyre	2017	Model 4WD	Chipper (10-20')
3	Etnyre	2017	Model 4WD	Chipper (11-22')

Additional Equipment Provided Upon Request

Experience of Key Individuals

Asphalt Paving Systems, Inc. – Experience of Key Individuals

Individual's Name	Title	Exp.
Robert Capoferri	CEO	31
Kenneth Messina	Operations Manager	26
Robert Bevilacqua	Project Manager	32
Dave Gannon	Project Manager	28
Thomas Donald	Regional Manager	29
Dennis Williams	Superintendent	22
Leon Rubba	Equipment Operator	11
Jeff Daunoras	Equipment Operator	26
Jay Jewett	Foreman	18
Mike Mobley	Laborer	8
Kenny Cooper	Foreman	10

State of Florida
Department of State

I certify from the records of this office that ASPHALT PAVING SYSTEMS, INC. is a New Jersey corporation authorized to transact business in the State of Florida, qualified on December 4, 2009.

The document number of this corporation is F09000004816.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 20, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of January, 2022



Secretary of State

Tracking Number: 6541290385CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

7/21/2021 8:08:58 AM EST

Return to Inquiry Menu

Contractor with Name ASPHALT PAVING SYSTEMS, INC.
1-1 of 1 contractors

Printer Friendly Version

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ASPHALT PAVING SYSTEMS, INC. F223787755010 EXPIRES: 6/30/2022	PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161	9021 WIRE ROAD ZEPHYRHILLS, FL 33540 (813)788-0010

WORK CLASSES	
DRAINAGE	FLEXIBLE PAVING
GRADING	HOT PLANT-MIXED BITUM. COURSES
* JOINT AND CRACK SEALING	

Form **W-9**
(Rev. November 2017)
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.

Asphalt Paving Systems, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O Box 530

Requester's name and address (optional)

6 City, state, and ZIP code

Hammonton, NJ 08037

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	2	–	3	7	8	7	7	5	5

Part II Certification

Under penalties of perjury, I certify that:

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 ▶ _____ Date ▶ 2.23.2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Full Depth Reclamation References

Asphalt Paving Systems, Inc.

Project Name	City of Palm Bay Eldron Unit 41/
Owner	City of Palm Bay (VA Paving Was Prime Contractor)
Contact	Hector Franco
Address	120 Malabar Road SE
	Palm Bay, FL 32907
Telephone Number	321-952-3400
Project Description	FDR (Cement & Emulsion)
Date & Amount	10/1/2019 $1,071,501.05

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing (Term)
Owner	St Lucie County
Contact	Christopher Lestrange
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestrangec@stlucieco.org
Project Description	FDR (Cement & Emulsion)
Date	7/5/16 - 12/31/2019

Project Name	CR-278 (Peacock Rd) Anderson Columbia was prime contractor
Owner	Jackson County
Address	2864 Madison Street
	Marianna, FL 32448
Telephone Number	850-482-9677 (Jackson County)
Contact	Kevin Buchanan (Anderson Columbia)
Email:	Kkevinb@andersoncolumbia.com
Project Description	FDR (Cement & Emulsion)
Date & Amount	Jan. 2020 $350,000

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	efigueroa@pascocountyfl.net
Project Description	FDR (Cement & Emulsion)
Date & Amount	9/30/17 - 12/31/2018 $5,000,000

Project Name	Full Depth Reclamation Project
Owner	City of Dunedin
Contact	
Address	737 Louden Avenue, 2nd Floor
	Dunedin, FL 34697
Telephone Number	727-298-3208
Project Description	FDR (Cement & Emulsion)
Date	Sep. 2019

Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Email:	KatiaDelgado@polk-county.net
Project Description	FDR (Cement & Emulsion)
Date	5/30/17 - 12/31/2018

Project Name	Piggyback of Polk Co. Pavement Alternative Methods (term contract)
Owner	City of St Cloud
Contact	Dianna Rawleigh
Address	1300 9th Street
	St Cloud FL
Telephone Number	407-957-7103
Project Description	FDR (Cement & Emulsion) Nolte Rd
Date & Amount	4/1/2018 $ 1,450,255.00
Email:	dianna.rawleigh@stcloud.org

Project Name	Piggyback-Pavement Alternative Methods (term contract)
Owner	Brevard County
Contact	Bruce Black
Address	2825 Judge Fran Jamieson Way
	Melbourne, FL 32940
Telephone Number	321-690-6815
Email:	bruce.black@brevardfl.gov
Project Description	FDR (Cement & Emulsion)
Date & Amount	2019-2020 $2,000,000

Paving References

Asphalt Paving Systems, Inc.

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Michael Silvery
Address	4454 Grand Blvd.
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	msilvey@pascocountyfl.net
Project Description	Little Road; Milling and Paving
Date & Amount	January 2021 $ 2,012,572.09

Project Name	Gulfport Resurfacing
Owner	City of Gulfport
Contact	Kendrix Anderson
Address	2401 53rd Street South
	Gulfoort, FL 33707
Telephone Number	727-893-1083
Email:	Kanderson@mygulfport.us
Project Description	Milling and Paving
Date & Amount	January 2021 $ 371,000.00

Project Name	Street Rehabilitation
Owner	City of St. Pete Beach
Contact	Brett Warner
Address	155 Corey Avenue
	St. Pete Beach, FL 33706
Telephone Number	727-363-9254
Email:	N/A
Project Description	Milling and Paving
Date & Amount	January 2021 $ 905,428.30

Project Name	Bid No. 20-062; Roadway Surfacing, Recontruction and Preservation
Owner	St Lucie County
Contact	Christopher Lestrange
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestrangec@stlucieco.org
Project Description	FDR, Chip Seal, and Mill & Paving
Date & Amount	January 2021 $ 1,522,454.01

Project Name	Annual Resurfacing FY 18-19
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Email	sleblanc@ci.zephyrhills.fl.us
Project Description	Mill, Paving, Micro and Chip Seal
Date & Amount	1/1/2019 $391,557.40

Micro Surfacing & Crack Seal References

1.	Project Name	C12-05-167; Chip Seal and Asphalt Surfacing
	Owner	St Lucie County
	Contact	Christopher Lestrange
	Address	2300 Virginia Avenue
		Ft. Pierce, FL 34982
	Telephone Number	772-462-2511
	Project Description	MICRO / CRACK SEAL / FDR / CHIP
	Date	7/5/16 - Current
	Email	lestrangec@stlucieco.org

2.	Project Name	Annual Micro Surfacing
	Owner	Osceola County
	Contact	Shane King
	Address	1 Courthouse Square
		Kissimmee, FL 34741
	Telephone Number	407-742-7522
	Project Description	CHIP / FOG/MICRO/CAPE SEAL
	Date	2019-2020
	Email	Shane.King@Osceola.org

3.	Project Name	Annual Resurfacing FY 18-19
	Owner	City of Zephyrhills
	Contact	Shane LeBlanc
	Address	5335 8th Street
		Zephyrhills, FL 33542
	Telephone Number	813-780-0022
	Project Description	MICRO / SP 9.5 / CHIP/CAPE SEAL
	Date	Jan-19
	Email	sleblanc@ci.zephyrhills.fl.us

5.	Project Name	2017 Roadway Resurfacing and Striping
	Owner	City of Seminole
	Contact	Jeremy Hockenbury
	Address	9199 113th Street N
		Seminole, FL 33772
	Telephone Number	727-397-6383
	Project Description	MICRO / CRACK SEAL / SP 9.5
	Date & Amount	7/1/17 - $155,000
	Email	jhockenbury@myseminole.com

6.

Project Name	Annual Microsurfacing Project
Owner	City of Ft. Lauderdale
Contact	Barbara Howell
Address	100 N. Andrews Avenue
	Fort Lauderdale
Telephone Number	954-828-4505
Project Description	MICRO / CRACK SEAL
Date	December 5th 2017-2019
Email	bhowell@fortlauderdale.gov

7.

Project Name	Annual Pavement Preservation Treatments
Owner	City of Lakeland
Contact	Troy McCain
Address	407 Fairway Drive
	Lakeland, FL 33801
Telephone Number	863-834-3306
Project Description	MICRO / CRACK SEAL/CAPE SEAL
Date & Amount	Jan-19
Email	troy.mccain@lakelandgov.net

8.

Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Project Description	CIR / SP 9.5 / MICRO / CHIP / FDR / CRACK SEAL/CAPE SEAL
Date & Amount	5/30/17 -2019 $3,000,000
Email	KatiaDelgado@polk-county.net

9.

Project Name	RFB RD 95-15 Pavement Preservation
Owner	Okaloosa County
Contact	Bryan Moore
Address	302 N. Wilson Street, Suite 203
	Crestview, FL 32526
Telephone Number	850-689-5772
Project Description	CHIP / MICRO / CRACK SEAL
Date	Apr-19
Email	bmoore@co.okaloosa.fl.us

10.

Project Name	Yearly Road Building Services
Owner	Manatee County
Contact	Brian Martineau

	Address	1026 26th Avenue E
		Bradenton, FL 34208
	Telephone Number	941-720-1085
	Project Description	Micro-surfacing/ Chip Seal
	Date & Amount	3/1/16 -2019 $850,000.00
	Email	brian.martineau@mymanatee.org
11	Project Name	Asphalt Pavement Preservation
	Owner	City of Jacksonville
	Contact	Janet Duffy
	Address	6455 Powers Ave
		Jacksonville, FL 32217
	Telephone Number	904-733-1478
	Project Description	Micro-surfacing
	Date	FY 2018-2019
	Email	jduffy@eismanrusso.com
12	Project Name	Pavement Preservation
	Owner	City of Tallahassee
	Contact	Art Sivilla
	Address	300 S. Adams St
		Tallahassee, FL 32301
	Telephone Number	850-570-7758
	Project Description	Micro-surfacing / Chip Seal / Cape Seal
	Date & Amount	FY 2018-2019
	Email	arturo.sivilla@talgov.com
13	Project Name	Michigan Blvd. Reclamation Project
	Owner	City of Dunedin
	Contact	
	Address	737 Louden Avenue, 2nd Floor
		Dunedin, FL 34697
	Telephone Number	727-298-3208
	Project Description	FDR / SP 9.5/Micro
	Date & Amount	2018
14	Project Name	RFQ 17619, 2: Neighborhood Resurfacing and Pavement Treatment
	Owner	Hillsborough County BOCC
	Contact	
	Address	601 E. Kennedy Blvd, 22nd Floor
		Tampa, FL 33602
	Telephone Number	813-307-1868
	Project Description	MICRO/CHIP SEAL/CAPE SEAL
	Date & Amount	2019

Cold-in-Place Recycling References

Project Name	Cold In Place Bituminous Base Recycling with Apshalt Resurfacing
Owner	Orange County
Contact	Eddy Quinn
Address	4200 S John Young Pkwy
	Orlando, FL 32839
Telephone Number	407-836-7960
Project Description	CIR
Date & Amount	5/30/17 -2019 $3,391,350.00
	Edward.Quinn@ocfl.net

Project Name	Lorraine Road Cold Recycle
Owner	Manatee County
Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	CIR Clay Gully Rd
Date & Amount	2019

Project Name	2015-2016 Annual Asphalt Pavement Rehabilitation
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Project Description	FDR / CIR / MICRO / CRACK SEAL
Date & Amount	9/30/17 -2019 $5,000,000

Project Name	
Owner	Seminole County
Contact	Calvin Landers
Address	100 E. 1st Street
	Sanford, FL 32771
Telephone Number	407-665-2332
Project Description	CIR Lake Markham Rd
Date & Amount	4/1/2018 $601,660.00
	clanders02@seminolecountyfl.gov

Project Name	Lakewood Ranch Blvd CIR / AJAX
Owner	Manatee County

Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	CIR Lakewood Ranch Blvd
Date & Amount	3/14/2019 $728,042.00

E-Verify

Company ID Number: 1215880

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the <employer_name> (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify

Company ID Number: 1215880

Approved by:

Employer	
Asphalt Paving Systems, Inc.	
Name (Please Type or Print) Michelle Donio	Title
Signature Electronically Signed	Date 07/22/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/22/2017

E-Verify

Company ID Number: 1215880

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Asphalt Paving Systems, Inc.
Company Facility Address	500 N Egg Harbor Road Hammonton, NJ 08037
Company Alternate Address	P.O. Box 530 Hammonton, NJ 08037
County or Parish	ATLANTIC
Employer Identification Number	223787755
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	2

E-Verify

Company ID Number: 1215880

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)
NEW JERSEY	1 site(s)

E-Verify

Company ID Number: 1215880

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Michelle Donio
Phone Number	(609) 561-4161 ext. 207
Fax Number	(609) 567-2824
Email Address	mdonio@asphaltpavingsystems.com

Name	Tammi Massey
Phone Number	(609) 561-4161 ext. 214
Fax Number	(609) 567-2824
Email Address	tmassey@asphaltpavingsystems.com

This list represents the first 20 Program Administrators listed for this company.

EXHIBIT "C"

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:
Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of_____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
6)	
7)	
	$ -
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$0.00

Accepted By: _____ (Signature)

Title/Position: _____

City Commission Approval Date: _____

Requested By: _____ (Signature)

Approved By: _____ (Signature)

Title/Position: _____

Approved By: _____ (Signature)

Title/Position: _____

Attachment 2

Changes to Original Agreement (if any)

This Attachment documents any amendments to the Original Agreement that apply to this First Extension.

If no changes are listed below, then all terms, conditions, and scope of services of the Original Agreement shall remain in full force and effect without modification.

FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND AMERICAN PERSIAN ENGINEERING & CONSTRUCTION, LLC

THIS FIRST AMENDMENT AND RENEWAL of the Agreement for Professional Contractor Services Related to engineering services for the City of Kissimmee is made this _____ day of _____ 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **AMERICAN PERSIAN ENGINEERING & CONSTRUCTION, LLC.**, located at 5401 S. Kirkman Road, #336, Orlando, FL 32819, hereinafter known as "CONTRACTOR." The CONTRACTOR and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2022-002 "Contract for Milling, Resurfacing and Minor Concrete Work" and opened all received responses through a competitive selection process in accordance with the Contractors' Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, on June 21, 2022, the City of Kissimmee and American Persian Engineering & Construction, LLC. entered into an Agreement for professional contractor services (the "Original Agreement"); and

WHEREAS, the Original Agreement is set to expire on September 20, 2025; and

WHEREAS, the CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to extend the Original Agreement for an additional (1) year period pursuant to the terms of same.

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. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Amendment and Renewal, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated June 21, 2022, incorporated herein by reference and attached hereto as **Attachment "1"**.

3. **TERM.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under Article 4 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Article 19 ("Notices")** is hereby amended to update the names of the representatives for both the CITY and CONTRACTOR for purposes of providing notice. All notices required or permitted under the Agreement shall be directed to the updated representatives as set forth in this amendment.

Notice to CITY: Ashley Willis, PW&E Director
101 Church Street
Kissimmee, FL 34741

Notice to CONTRACTOR: Majid Fouladi, President
5401 S. Kirkman Rd., Ste. 336
Orlando, FL 32819

5. **Effective Date.** This First Renewal of the Agreement between **CITY** and **AMERICAN PERSIAN ENGINEERING & CONSTRUCTION, LLC** shall be effective upon full execution and shall extend the term of the Agreement through September 20, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Amendment and Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

AMERICAN PERSIAN ENGINEERING & CONSTRUCTION, LLC

By: M. Majid Fouladi

Title: President

Date: 06/04/24

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 4th day of June, 2025, by means of ☒ physical presence or ☐ online notarization by Majid Fouladi as President for American Persian Engineering & Construction, LLC., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Nandita A Persaud
Commission HH 446454
Expires 9/20/2027

Notary: Nandita Persaud
Print Name: NANDITA PERSAUD
My Commission Expires: 9/20/2027

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

ATTACHMENT "1"
ORIGINAL AGREEMENT

AGREEMENT between CITY OF KISSIMMEE

And

American Persian Engineering & Construction, LLC

THIS AGREEMENT is made this 21st day of June, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City" and American Persian Engineering & Construction, LLC, whose business address is 5401 S. Kirkman Road #336. Orlando. FL 327819, hereinafter "Contractor" and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, City desires to award IFB 2022-002 to Contractor consistent with the terms and conditions and requirements of the bid specifications.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.

2. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.

3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit "A", Exhibit "B", any and all change orders, and this Agreement. Contractor agrees to provide these services in a professional manner in accordance with the standards outlined Exhibit "A". Contractor shall supervise the performance of work by employees who shall present a favorable image for the City at all times when working on City property.

4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Public Works and Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

6. **BOND**. Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of $10,000.00.

7. **INSURANCE.** Contractor is required to submit to the City Certificates of Insurance naming the City as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor, at its sole cost and expense, shall maintain insurance coverage as follows:

   A. **Workers Compensation**: Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

   B. **Comprehensive General Liability**: Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than $1,000,000.00.

   C. **Comprehensive Automobile Liability**: Contractor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00.

   D. **Umbrella Insurance**: The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00.

8. **WORK ORDERS**. The City may issue subsequent modifications to the work order(s) for additional work that was not known or included in the Specifications that is found to be needed during the course of this Agreement and above the amount set forth in Exhibit "C." Contractor must seek approval from the City before performing any additional work. The City must provide the Contractor with written documentation of the modification to any work order within three (3) business days of verbal approval. Contractor is not obligated to perform additional work until written modification has been received from the City but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the Contractor without City consent will be evaluated and considered for payment based upon the work's merit. If the City determines the incidental additional work was not included in the original scope of the project and required for the Contractor's uninterrupted performance in fulfillment of the contract, then the City will approve the Contractor's request for payment for incidental additional work.

9. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving the Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

   Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the City. The Contractor shall however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

10. **TERMINATION FOR CAUSE**. If City wishes to terminate the Contractor for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If the Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. The Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the Contractor may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost

thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

11. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement immediately without notice to Contractor In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.

12. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

13. **INDEMNIFICATION/HOLD HARMLESS.** To the extent permitted by law, Contractor hereby releases and waives all claims against the City, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of Contractor, its agents, employees, sub-contractors, or other persons, for which injury or damages result from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Nothing in the agreement shall

be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from Contractor performance of the Agreement or any breach or default of Contractor.

14. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;

b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

15. **NON-ASSIGNMENT.** Contractor shall not assign, sell or transfer this Agreement or any portion hereof without receiving the written consent of the City. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited.

16. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.

18. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.

19. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:
Natrevia Gradney-Mitchell, Public Works and Engineering Director
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:
Arman Pourmirza – President
5401 S. Kirkman Road #336
Orlando, Florida 32819

20. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.

21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CONTRACTOR

By: _____

Title: President

Date: 6/9/22

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 9 day of June, 2022, by means of ☑ physical presence or ☐ online notarization, by Arman Pourmirza as President for APEC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Nandita Persaud
My Commission GG 908209
Expires 08/27/2023

Notary: Nandita Persaud

Print Name: Nandita Persaud

My Commission Expires: 08/27/2023

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner
Date: 6/21/2022

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

AMERPER-01 MTORRES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jean Arthur Associates, Inc. 5626 Red Bug Lake Road Winter Springs, FL 32708	CONTACT NAME: PHONE (A/C, No, Ext): (407) 699-9930 FAX (A/C, No): (407) 699-5626 E-MAIL ADDRESS:
INSURED AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION LLC 5401 S Kirkman Rd Ste 210 Orlando, FL 32819	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Security Insurance Company — 24082 INSURER B : The Ohio Casualty Insurance Company — 24074 INSURER C : Ace American Insurance Company — 22667 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			BLS60986450	2/12/2022	2/12/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAS64076536	2/12/2022	2/12/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			USO60986450	2/12/2022	2/12/2023	EACH OCCURRENCE AGGREGATE Completed Ops	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS64648408	3/14/2022	3/14/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			G73604989-01	3/17/2022	3/17/2023	General Aggregate	2,000,000
C	Pollution Liability			G73604989-01	3/17/2022	3/17/2023	Each Pollution Cond	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: IFB 2022-002 Alternative Paving Methods.

CERTIFICATE HOLDER

City of Kissimmee
Attn: Victor Aponte
101 Church Street, Suite 301
Kissimmee, FL 34741

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
Malinda Torres

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EXHIBIT "A"

EXHIBIT "B"

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	COST
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	$22,962.00
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	No Bid
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	No Bid
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	No Bid
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	No Bid
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	No Bid
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	No Bid
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	No Bid
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	No Bid
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	$1,420.00
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	No Bid

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1,2,3&4 (IF APPLICABLE)

_____
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

AP We do not take exception to Specifications.
(initial)

_____ We take exception to Specifications as follows:
(initial)

_____

_____

_____

(attach additional sheets, if necessary)

COMPANY NAME American Persian Engineering and construction LC DBA APEC LLC
COMPANY ADDRESS 5401 S. Kirkman Rd #336,
Orlando, FL 32819

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN. BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: 5/05/2022
(signature)

Arman Pourmirza/ President EMAIL: Arman@Apec2.com
(typed name/title of signer)

TELEPHONE NO.: (407)619 7888 FAX NO.: (___)_____

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this _____day of _____20___, personally appeared

(print name) Arman Pourmirza/ President **being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:**

(print name of company) American Persian Engineering and construction LC DBA APEC LLC **MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE. Qualification documentation attached.**

._____
Signature of Affiant

. Arman Pourmirza
Typed/Printed Name of Affiant

. 5401 s. Kirkman Rd #336

. Orlando, FL, 32819
Address of Affiant

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me this ____day of _____20__, by

._____
(Signature of Notary Public-State of Florida)

._____
(Print, Type, or Stamp commissioned name of notary public)___personally known or ____ produced identification. Type of identification produced_____

Attachment C

CITY OF KISSIMMEE
ALTERNATIVE PAVING METHODS
SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	**Description**	**Estimated Quantity**	**Unit of Measure**	**Unit Price**
1	Mobilization	1	%	10.00%
2	Night Work Mobilization	1	%	10.00%
3	Maintenance of Traffic	1	%	10.00%
4	Maintenance of Traffic Nightwork	1	%	10.00%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	$200.00
6	Inlet Protection System	26-50	EA	$50.00
7	Inlet Protection System	51-100+	EA	$50.00
8	Floating Turbidity Barrier	1-200	LF	$200.00
9	Floating Turbidity Barrier	201-500	LF	$150.00
10	Floating Turbidity Barrier	501-1000+	LF	$50.00
11	Staked Silt Fence	1-200	LF	$20.00
12	Staked Silt Fence	201-500	LF	$20.00
13	Staked Silt Fence	501+	LF	$5.00
14	Clearing and Grubbing	1	AC	$3,000.00
15	Curb and Gutter Removal	1-200	LF	$40.00
16	Curb and Gutter Removal	201-500	LF	$35.00
17	Curb and Gutter Removal	501+	LF	$30.00
18	Miscellaneous Concrete Removal	1-200	SY	$40.00
19	Existing Pipe Removal	1-200	LF	$35.00
20	Existing Pipe Removal	201-500	LF	$30.00
21	Existing Pipe Removal	501+	LF	$30.00
22	Removal of Existing Pavement	1-200	SY	$25.00
23	Removal of Existing Pavement	201-500	SY	$23.00
24	Removal of Existing Pavement	501+	SY	$20.00
25	Roadway Excavation	1-200	CY	$50.00
26	Roadway Excavation	201-500	CY	$30.00
27	Roadway Excavation	501+	CY	$30.00
28	Swale Grading	1-200	LF	$30.00
29	Swale Grading	201-500	LF	$25.00
30	Swale Grading	501+	LF	$20.00
31	Embankment (Truckload)	1-200	CY	$50.00
32	Embankment (Truckload)	201-500	CY	$45.00
33	Embankment (Truckload)	501+	CY	$40.00
34	Flowable Fill	1-9	CY	$400.00
35	Flowable Fill	10-18	CY	$350.00
36	Flowable Fill	19-27+	CY	$300.00
37	Asphaltic Base Course	1-200	TN	$400.00
38	Asphaltic Base Course	201-500	TN	$250.00

39	Asphaltic Base Course	501+	TN	$230.00
40	Optional Base Group 1	1-200	SY	$50.00
41	Optional Base Group 1	201-500	SY	$28.00
42	Optional Base Group 1	501-1000+	SY	$25.00
43	Optional Base Group 4	1-200	SY	$30.00
44	Optional Base Group 4	201-500	SY	$28.00
45	Optional Base Group 4	501-1000+	SY	$25.00
46	Optional Base Group 6	1-200	SY	$30.00
47	Optional Base Group 6	201-500	SY	$28.00
48	Optional Base Group 6	501-1000+	SY	$25.00
49	Optional Base Group 9	1-200	SY	$50.00
50	Optional Base Group 9	201-500	SY	$45.00
51	Optional Base Group 9	501-1000+	SY	$40.00
52	Optional Base Group 11	1-200	SY	$50.00
53	Optional Base Group 11	201-500	SY	$45.00
54	Optional Base Group 11	501-1000+	SY	$40.00
55	Milling (1")	1-200	SY	$20.00
56	Milling (1")	201-500	SY	$18.00
57	Milling (1")	501-1000+	SY	$15.00
58	Milling (1.5")	1-200	SY	$25.00
59	Milling (1.5")	201-500	SY	$23.00
60	Milling (1.5")	501-1000+	SY	$20.00
61	Milling (2")	1-200	SY	$25.00
62	Milling (2")	201-500	SY	$23.00
63	Milling (2")	501-1000+	SY	$20.00
64	Milling (3")	1-200	SY	$25.00
65	Milling (3")	201-500	SY	$23.00
66	Milling (3")	501-1000+	SY	$20.00
67	Milling (4")	1-200	SY	$25.00
68	Milling (4")	201-500	SY	$23.00
69	Milling (4")	501-1000+	SY	$20.00
70	Milling (5")	1-200	SY	$25.00
71	Milling (5")	201-500	SY	$23.00
72	Milling (5")	501-1000+	SY	$20.00
73	Milling (6")	1-200	SY	$25.00
74	Milling (6")	201-500	SY	$23.00
75	Milling (6")	501-1000+	SY	$20.00
76	Type III Asphaltic Concrete	1-200	TN	$450.00
77	Type III Asphaltic Concrete	201-500	TN	$425.00
78	Type III Asphaltic Concrete	501+	TN	$400.00
79	Asphaltic Concrete Type "S-1"	1-200	TN	$400.00
80	Asphaltic Concrete Type "S-1"	201-500	TN	$350.00
81	Asphaltic Concrete Type "S-1"	501+	TN	$300.00
82	Asphaltic Concrete Type "S-3"	1-200	TN	$400.00
83	Asphaltic Concrete Type "S-3"	201-500	TN	$350.00
84	Asphaltic Concrete Type "S-3"	501+	TN	$300.00
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	$400.00

86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	$300.00
87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	$200.00
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	$400.00
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	$200.00
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	$150.00
91	18" RCP CD - CI	1-200	LF	$200.00
92	18" RCP CD - CI	201-500	LF	$160.00
93	18" RCP CD - CI	501+	LF	$140.00
94	Type "A" Curb	1-25	LF	$60.00
95	Type "A" Curb	26-50	LF	$55.00
96	Type "A" Curb	51-100+	LF	$50.00
97	Type "B" Curb	1-20	LF	$60.00
98	Type "B" Curb	26-50	LF	$55.00
99	Type "B" Curb	51-100+	LF	$50.00
100	Type "D" Curb	1-25	LF	$60.00
101	Type "D" Curb	26-50	LF	$55.00
102	Type "D" Curb	51-100+	LF	$50.00
103	Type "E" Curb	1-25	LF	$60.00
104	Type "E" Curb	26-50	LF	$55.00
105	Type "E" Curb	51-100+	LF	$50.00
106	Type "F" Curb	1-25	LF	$60.00
107	Type "F" Curb	26-50	LF	$55.00
108	Type "F" Curb	51-100+	LF	$50.00
109	Valley Gutter	1-25	LF	$70.00
110	Valley Gutter	26-50	LF	$65.00
111	Valley Gutter	51-100+	LF	$60.00
112	Traffic Separator - (4')	1-25	LF	$120.00
113	Traffic Separator - (4')	26-50	LF	$110.00
114	Traffic Separator - (4')	51-100+	LF	$100.00
115	Traffic Separator - (6')	1-25	LF	$130.00
116	Traffic Separator - (6')	26-50	LF	$120.00
117	Traffic Separator - (6')	51-100+	LF	$110.00
118	Traffic Separator - (width varies)	1-25	SY	$130.00
119	Traffic Separator - (width varies)	26-50	SY	$120.00
120	Traffic Separator - (width varies)	51-100+	SY	$110.00
121	Concrete Sidewalk - (4" thickness)	1-100	SY	$100.00
122	Concrete Sidewalk - (4" thickness)	101-250	SY	$95.00
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	$90.00
124	Concrete Sidewalk - (6" thickness)	1-100	SY	$120.00
125	Concrete Sidewalk - (6" thickness)	101-250	SY	$110.00
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	$100.00
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	$120.00
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	$110.00
129	Concrete Sidewalk - (6" Thickness)	251+	SY	$100.00
130	Detectable Warning Surfaces (Inset)	1-50	SF	$60.00
131	Detectable Warning Surfaces (Inset)	51-100	SF	$60.00
132	Detectable Warning Surfaces (Inset)	101+	SF	$50.00

133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	$60.00
134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	$60.00
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	$50.00
136	Sodding (Bahia)	1-200	SY	$40.00
137	Sodding (Bahia)	201-500	SY	$30.00
138	Sodding (Bahia)	501+	SY	$15.00
139	Sodding (Floratam)	1-200	SY	$40.00
140	Sodding (Floratam)	201-500	SY	$30.00
141	Sodding (Floratam)	501+	SY	$15.00
142	Loop Assembly, F&I - Type B	1	AS	$2,000.00
Pavement Markings				
143	Install Sign (single post)	1-5	EA	$300.00
144	Install Sign (single post)	6-15	EA	$250.00
145	Install Sign (single post)	16-30+	EA	$200.00
146	Install Sign (multi-post)	1-5	EA	$450.00
147	Install Sign (multi-post)	6-15	EA	$400.00
148	Install Sign (multi- post)	16-30+	EA	$350.00
149	Reflective Pavement Markers (RPM's)	1-20	EA	$20.00
150	Reflective Pavement Markings (RPM's)	21-60	EA	$17.00
151	Reflective Pavement Markers (RPM's)	61-100+	EA	$15.00
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	$15.00
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	$14.00
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	$13.00
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	$15.00
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	$14.00
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	$13.00
158	12" Solid Traffic Stripe (paint)	1-25	LF	$16.00
159	12" Solid Traffic Stripe (paint)	26-50	LF	$15.00
160	12" Solid Traffic Stripe (paint)	51-100+	LF	$14.00
161	18" Solid Traffic Stripe (paint)	1-25	LF	$18.00
162	18" Solid Traffic Stripe (paint)	26-50	LF	$17.00
163	18" Solid Traffic Stripe (paint)	51-100+	LF	$16.00
164	24" Solid Traffic Stripe (paint)	1-25	LF	$20.00
165	24" Solid Traffic Stripe (paint)	26-50	LF	$19.00
166	24" Solid Traffic Stripe (paint)	51-100+	LF	$18.00
167	6" Skip Traffic Stripe (paint)	1-200	LF	$15.00
168	6" Skip Traffic Stripe (paint)	201-500	LF	$14.00
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	$13.00
170	6" Dotted Guide Lines (paint)	1-50	LF	$15.00
171	6" Dotted Guide Lines (paint)	51-100	LF	$14.00
172	6" Dotted Guide Lines (paint)	101-150+	LF	$13.00
173	Directional Arrows (Paint)	1-10	EA	$200.00
174	Directional Arrows (Paint)	11-50	EA	$180.00
175	Directional Arrows (Paint)	51+	EA	$160.00
176	Pavement Messages (Paint)	1-10	EA	$200.00
177	Pavement Messages (Paint)	11-50	EA	$180.00
178	Pavement Messages (Paint)	51+	EA	$160.00

179	8" Solid Traffic Stripe (Paint)	1-200	LF	$16.00
180	8" Solid Traffic Stripe (Paint)	201-500	LF	$15.00
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	$14.00
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	$20.00
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	$19.00
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	$18.00
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	$20.00
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	$19.00
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	$18.00
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$20.00
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$19.00
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$18.00
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$22.00
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$21.00
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$20.00
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$23.00
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$22.00
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$21.00
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	$20.00
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	$19.00
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	$18.00
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	$20.00
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	$19.00
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	$18.00
203	Directional Arrows / Extru. Thermo.	1	EA	$200.00
204	Preformed Symbol	1	EA	$200.00
205	Pavement Messages / Extru. Thermo.	1	EA	$200.00
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	$22.00
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	$21.00
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	$20.00
209	Remove Ex. Pavement Markings(paint)	1-100	SF	$15.00
210	Remove Ex. Pavement Markings(paint)	101-300	SF	$14.00
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	$13.00
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	$15.00
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	$14.00
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	$13.00
		TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE		$22,962.00

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	No Bid
216	Asphalt Recycling	10,001 - 50,000	SY	No Bid
217	Asphalt Recycling	50,001+	SY	No Bid
218	Recycling Agent	1 - 10,000	GAL	No Bid
219	Recycling Agent	10,001 - 50,000	GAL	No Bid
220	Recycling Agent	50,001+	GAL	No Bid
HOT-IN-PLACE (100%) Asphalt Recycling				

221	Base Course HIPR	1 - 10,000	SY	No Bid
222	Base Course HIPR	10,001 - 50,000	SY	No Bid
223	Base Course HIPR	50,001+	SY	No Bid
224	2" Complete HIPR	1 - 10,000	SY	No Bid
225	2" Complete HIPR	10,001 - 50,000	SY	No Bid
226	2" Complete HIPR	50,001+	SY	No Bid
227	Asphalt Recycling Agent	1 - 10,000	SY	No Bid
228	Asphalt Recycling Agent	10,001 - 50,000	SY	No Bid
229	Asphalt Recycling Agent	50,001+	SY	No Bid
		TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE		No Bid

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	No Bid
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	No Bid
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	No Bid
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	No Bid
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	No Bid
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	No Bid
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	No Bid
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	No Bid
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	No Bid
		TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE		No Bid

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	No Bid
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	No Bid
S-12	Single Chip Seal -#89 Granite	50,001+	SY	No Bid
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	No Bid
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	No Bid
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	No Bid
		TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE		No Bid

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	No Bid
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	No Bid

S-18	Full Depth Reclamation /6"-9"	50,001+	SY	No Bid
S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	No Bid
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	No Bid
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	No Bid
S-22	Cement for Reclamation	1	TN	No Bid
S-23	Emulsion for Reclamation	1	Gal	No Bid
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	No Bid
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	No Bid
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	No Bid
	TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE			No Bid

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-27	Fog Seal	1- 10,000	SY	No Bid
S-28	Fog Seal	10,001- 50,000	SY	No Bid
S-29	Fog Seal	50,000+	SY	No Bid
	TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE			No Bid

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-30	Cape Seal	1- 10,000	SY	No Bid
S-31	Cape Seal	10,001- 50,000	SY	No Bid
S-32	Cape Seal	50,000+	SY	No Bid
	TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE			No Bid

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	No Bid
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	No Bid
S-35	In-Place Recycling-Reconstrction	50,000+	SY	No Bid
	TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE			No Bid

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-36	Crack Filling/Sealing	1-500	GAL	No Bid
S-37	Crack Filling/Sealing	501 - 1000	GAL	No Bid
S-38	Crack Filling/Sealing	1,001+	GAL	No Bid

		TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE		No Bid
Item	**Description**	**Estimated Quantity**	**Unit of Measure**	**Unit Price**
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-39	Asphalt Rejuvenator	1-50,000	SY	No Bid
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	No Bid
S-41	Asphalt Rejuvenator	100,001+	SY	No Bid
		TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE		No Bid
Item	**Description**	**Estimated Quantity**	**Unit of Measure**	**Unit Price**
1	Mobilization	1	%	10.00%
2	Night Work Mobilization	1	%	10.00%
3	Maintenance of Traffic	1	%	10.00%
4	Maintenance of Traffic Nightwork	1	%	10.00%
S-42	Speed Hump W/ Curbing	1-50	FT	$240.00
S-43	Speed Hump W/ Curbing	51-100	FT	$240.00
S-44	Speed Hump W/ Curbing	101+	FT	$230.00
S-45	Speed Hump No Curbing	1-50	FT	$240.00
S-46	Speed Hump No Curbing	51-100	FT	$240.00
S-47	Speed Hump No Curbing	101+	FT	$230.00
		TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE		$1,420.00
Item	**Description**	**Estimated Quantity**	**Unit of Measure**	**Unit Price**
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-48	Slurry Seal	1-10,000	SY	No Bid
S-49	Slurry Seal	10,001 - 50,000	SY	No Bid
S-50	Slurry Seal	50,001+	SY	No Bid
		TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE		No Bid

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: _____

AMERPER-01 MTORRES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jean Arthur Associates, Inc. 5626 Red Bug Lake Road Winter Springs, FL 32708	CONTACT NAME: PHONE (A/C, No, Ext): (407) 699-9930 FAX (A/C, No): (407) 699-5626 E-MAIL ADDRESS:
INSURED AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION LLC 5401 S Kirkman Rd Ste 210 Orlando, FL 32819	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Security Insurance Company — 24082 INSURER B : The Ohio Casualty Insurance Company — 24074 INSURER C : Ace American Insurance Company — 22667 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			BLS60986450	2/12/2022	2/12/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BAS64076536	2/12/2022	2/12/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 0			USO60986450	2/12/2022	2/12/2023	EACH OCCURRENCE AGGREGATE Completed Ops	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			XWS64648408	3/14/2022	3/14/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			G73604989-01	3/17/2022	3/17/2023	General Aggregate	2,000,000
C	Pollution Liability			G73604989-01	3/17/2022	3/17/2023	Each Pollution Cond	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: IFB 2022-002 Alternative Paving Methods.

CERTIFICATE HOLDER

City of Kissimmee
Attn: Victor Aponte
101 Church Street, Suite 301
Kissimmee, FL 34741

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
Malinda Torres

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EXHIBIT "C"

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:
Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of_____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
6)	
7)	
	$ -
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$0.00

Accepted By: _____ (Signature)

Title/Position: _____

City Commission Approval Date: _____

Requested By: _____ (Signature)

Approved By: _____ (Signature)

Title/Position: _____

Approved By: _____ (Signature)

Title/Position: _____

Attachment 2

Changes to Original Agreement (if any)

This Attachment documents any amendments to the Original Agreement that apply to this First Extension.

If no changes are listed below, then all terms, conditions, and scope of services of the Original Agreement shall remain in full force and effect without modification.

FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND PREMIER ENGINEERING, INC.

THIS FIRST AMENDMENT AND RENEWAL of the Agreement for Professional Contractor Services Related to engineering services for the City of Kissimmee is made this ____ day of _____ 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **PREMIER ENGINEERING, INC.**, located at 10910 Curley Road, San Antonio, FL 33576, hereinafter known as "CONTRACTOR." The CONTRACTOR and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2022-002 "Contract for Milling, Resurfacing and Minor Concrete Work" and opened all received responses through a competitive selection process in accordance with the Contractors' Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, on June 21, 2022, the City of Kissimmee and Premier Engineering, Inc. entered into an Agreement for professional contractor services (the "Original Agreement"); and

WHEREAS, the Original Agreement is set to expire on September 20, 2025; and

WHEREAS, the CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to extend the Original Agreement for an additional (1) year period pursuant to the terms of same.

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. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Amendment and Renewal, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated June 21, 2022, incorporated herein by reference and attached hereto as **Attachment "1"**.

3. **TERM.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under Article 4 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Article 19 ("Notices")** is hereby amended to update the name of the representative for the CITY for purposes of providing notice. All notices required or permitted under the Agreement shall be directed to the updated representative as set forth in this amendment.

Notice to CITY: Ashley Willis, PW&E Director
101 Church Street
Kissimmee, FL 34741

5. **Effective Date.** This First Amendment and Renewal of the Agreement between **CITY** and **PREMIER ENGINEERING, INC.** shall be effective upon full execution and shall extend the term of the Agreement through September 20, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Amendment and Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

PREMIER ENGINEERING, INC.

By: Jerry Keith

Title: Owner

Date: 6/2/2025

STATE OF FLORIDA)
COUNTY OF Pasco)

The foregoing instrument was acknowledged before me this 2nd day of June, 2025, by means of ☒ physical presence or ☐ online notarization by Jerry Keith as Owner for Premier Engineering, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

KIELEAH WESTLEY
MY COMMISSION # HH 462307
EXPIRES: November 7, 2027

Notary: [signature]
Print Name: Kieleah Westley
My Commission Expires: 11/7/27

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

ATTACHMENT "1"
ORIGINAL AGREEMENT

AGREEMENT between CITY OF KISSIMMEE

And

Premier Engineering, Inc.

THIS AGREEMENT is made this 21st day of June, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City" and Premier Engineering, Inc., whose business address is 10910 Curley Road, San Antonio, FL 33576, hereinafter "Contractor" and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, City desires to award IFB 2022-002 to Contractor consistent with the terms and conditions and requirements of the bid specifications.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.

2. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.

3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit "A", Exhibit "B", any and all change orders, and this Agreement. Contractor agrees to provide these services in a professional manner in accordance with the standards outlined Exhibit "A". Contractor shall supervise the performance of work by employees who shall present a favorable image for the City at all times when working on City property.

4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Public Works and Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

6. **BOND**. Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of $10,000.00.

7. **INSURANCE.** Contractor is required to submit to the City Certificates of Insurance naming the City as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor, at its sole cost and expense, shall maintain insurance coverage as follows:

   A. **Workers Compensation**: Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

   B. **Comprehensive General Liability**: Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than $1,000,000.00.

   C. **Comprehensive Automobile Liability**: Contractor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00.

   D. **Umbrella Insurance**: The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00.

8. **WORK ORDERS.** The City may issue subsequent modifications to the work order(s) for additional work that was not known or included in the Specifications that is found to be needed during the course of this Agreement and above the amount set forth in Exhibit "C." Contractor must seek approval from the City before performing any additional work. The City must provide the Contractor with written documentation of the modification to any work order within three (3) business days of verbal approval. Contractor is not obligated to perform additional work until written modification has been received from the City but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the Contractor without City consent will be evaluated and considered for payment based upon the work's merit. If the City determines the incidental additional work was not included in the original scope of the project and required for the Contractor's uninterrupted performance in fulfillment of the contract, then the City will approve the Contractor's request for payment for incidental additional work.

9. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving the Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

   Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the City. The Contractor shall however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

10. **TERMINATION FOR CAUSE.** If City wishes to terminate the Contractor for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If the Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. The Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the Contractor may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost

thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

11. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement immediately without notice to Contractor In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.

12. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

13. **INDEMNIFICATION/HOLD HARMLESS.** To the extent permitted by law, Contractor hereby releases and waives all claims against the City, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of Contractor, its agents, employees, sub-contractors, or other persons, for which injury or damages result from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Nothing in the agreement shall

be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from Contractor performance of the Agreement or any breach or default of Contractor.

14. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;

b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

15. **NON-ASSIGNMENT.** Contractor shall not assign, sell or transfer this Agreement or any portion hereof without receiving the written consent of the City. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited.

16. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.

18. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.

19. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:
Natrevia Gradney-Mitchell, Public Works and Engineering Director
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:
Jerry Keith – Owner
10910 Curley Road
San Antonio, Florida 33576

20. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.

21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

(*Signature page to follow*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CONTRACTOR

By: Jerry Keith

Title: Owner

Date: 6/9/22

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by means of ☑ physical presence or ☐ online notarization, by Jerry Keith as Owner for Premier Engineering Inc, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

ANA D. CRESPO
MY COMMISSION # HH 117169
EXPIRES: April 16, 2025
Bonded Thru Notary Public Underwriters

Notary: [signature]

Print Name: Ana D. Crespo

My Commission Expires: 4/16/2025

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner
Date: 6/21/2022

ATTEST:
Linda Hansell
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:
Olga Gonzalez
City Attorney

EXHIBIT "A"

EXHIBIT "B"

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	COST
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	$24,878.80
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	

ACKNOWLEDGMENT OF ADDENDA NO.(S) 4 (IF APPLICABLE)

_____
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

PLR We do not take exception to Specifications.
(initial)

_____ We take exception to Specifications as follows:
(initial)

_____

_____

_____

(attach additional sheets, if necessary)

COMPANY NAME Premier Engineering, Inc.
COMPANY ADDRESS 10910 Curley Rd
San Antonio, FL 33576

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN. BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: May 5, 2022
(signature)
Pedro L. Rosado / Project Manager EMAIL: Pedro.Rosado@premierengineeringinc.com
(typed name/title of signer)

TELEPHONE NO.: (407) 374 - 3889 FAX NO.: (___)_____

CITY OF KISSIMMEE

ALTERNATIVE PAVING METHODS

SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	**Description**	**Estimated Quantity**	**Unit of Measure**	**Unit Price**
1	Mobilization	1	%	10%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	$
6	Inlet Protection System	26-50	EA	$
7	Inlet Protection System	51-100+	EA	$
8	Floating Turbidity Barrier	1-200	LF	$
9	Floating Turbidity Barrier	201-500	LF	$
10	Floating Turbidity Barrier	501-1000+	LF	$
11	Staked Silt Fence	1-200	LF	$
12	Staked Silt Fence	201-500	LF	$
13	Staked Silt Fence	501+	LF	$
14	Clearing and Grubbing	1	AC	$ 18,500.00
15	Curb and Gutter Removal	1-200	LF	$ 16.00
16	Curb and Gutter Removal	201-500	LF	$ 14.00
17	Curb and Gutter Removal	501+	LF	$ 12.00
18	Miscellaneous Concrete Removal	1-200	SY	$ 90.00
19	Existing Pipe Removal	1-200	LF	$ 150.00
20	Existing Pipe Removal	201-500	LF	$ 140.00
21	Existing Pipe Removal	501+	LF	$ 130.00
22	Removal of Existing Pavement	1-200	SY	$
23	Removal of Existing Pavement	201-500	SY	$
24	Removal of Existing Pavement	501+	SY	$
25	Roadway Excavation	1-200	CY	$
26	Roadway Excavation	201-500	CY	$
27	Roadway Excavation	501+	CY	$
28	Swale Grading	1-200	LF	$ 10.00
29	Swale Grading	201-500	LF	$ 9.00
30	Swale Grading	501+	LF	$ 8.50
31	Embankment (Truckload)	1-200	CY	$ 15.00
32	Embankment (Truckload)	201-500	CY	$ 14.00
33	Embankment (Truckload)	501+	CY	$ 13.50
34	Flowable Fill	1-9	CY	$
35	Flowable Fill	10-18	CY	$
36	Flowable Fill	19-27+	CY	$
37	Asphaltic Base Course	1-200	TN	$
38	Asphaltic Base Course	201-500	TN	$
39	Asphaltic Base Course	501+	TN	$

40	Optional Base Group 1	1-200	SY	$
41	Optional Base Group 1	201-500	SY	$
42	Optional Base Group 1	501-1000+	SY	$
43	Optional Base Group 4	1-200	SY	$
44	Optional Base Group 4	201-500	SY	$
45	Optional Base Group 4	501-1000+	SY	$
46	Optional Base Group 6	1-200	SY	$
47	Optional Base Group 6	201-500	SY	$
48	Optional Base Group 6	501-1000+	SY	$
49	Optional Base Group 9	1-200	SY	$
50	Optional Base Group 9	201-500	SY	$
51	Optional Base Group 9	501-1000+	SY	$
52	Optional Base Group 11	1-200	SY	$
53	Optional Base Group 11	201-500	SY	$
54	Optional Base Group 11	501-1000+	SY	$
55	Milling (1")	1-200	SY	$
56	Milling (1")	201-500	SY	$
57	Milling (1")	501-1000+	SY	$
58	Milling (1.5")	1-200	SY	$
59	Milling (1.5")	201-500	SY	$
60	Milling (1.5")	501-1000+	SY	$
61	Milling (2")	1-200	SY	$
62	Milling (2")	201-500	SY	$
63	Milling (2")	501-1000+	SY	$
64	Milling (3")	1-200	SY	$
65	Milling (3")	201-500	SY	$
66	Milling (3")	501-1000+	SY	$
67	Milling (4")	1-200	SY	$
68	Milling (4")	201-500	SY	$
69	Milling (4")	501-1000+	SY	$
70	Milling (5")	1-200	SY	$
71	Milling (5")	201-500	SY	$
72	Milling (5")	501-1000+	SY	$
73	Milling (6")	1-200	SY	$
74	Milling (6")	201-500	SY	$
75	Milling (6")	501-1000+	SY	$
76	Type III Asphaltic Concrete	1-200	TN	$
77	Type III Asphaltic Concrete	201-500	TN	$
78	Type III Asphaltic Concrete	501+	TN	$
79	Asphaltic Concrete Type "S-1"	1-200	TN	$
80	Asphaltic Concrete Type "S-1"	201-500	TN	$
81	Asphaltic Concrete Type "S-1"	501+	TN	$
82	Asphaltic Concrete Type "S-3"	1-200	TN	$
83	Asphaltic Concrete Type "S-3"	201-500	TN	$
84	Asphaltic Concrete Type "S-3"	501+	TN	$
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	$ 850.00
86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	$ 840.00

87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	$ 830.00
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	$
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	$
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	$
91	18" RCP CD - CI	1-200	LF	$
92	18" RCP CD - CI	201-500	LF	$
93	18" RCP CD - CI	501+	LF	$
94	Type "A" Curb	1-25	LF	
95	Type "A" Curb	26-50	LF	$
96	Type "A" Curb	51-100+	LF	$
97	Type "B" Curb	1-20	LF	
98	Type "B" Curb	26-50	LF	$
99	Type "B" Curb	51-100+	LF	$
100	Type "D" Curb	1-25	LF	
101	Type "D" Curb	26-50	LF	$
102	Type "D" Curb	51-100+	LF	$
103	Type "E" Curb	1-25	LF	
104	Type "E" Curb	26-50	LF	$
105	Type "E" Curb	51-100+	LF	$
106	Type "F" Curb	1-25	LF	
107	Type "F" Curb	26-50	LF	$
108	Type "F" Curb	51-100+	LF	$
109	Valley Gutter	1-25	LF	$
110	Valley Gutter	26-50	LF	$
111	Valley Gutter	51-100+	LF	$
112	Traffic Separator - (4')	1-25	LF	$
113	Traffic Separator - (4')	26-50	LF	$
114	Traffic Separator - (4')	51-100+	LF	$
115	Traffic Separator - (6')	1-25	LF	$
116	Traffic Separator - (6')	26-50	LF	$
117	Traffic Separator - (6')	51-100+	LF	$
118	Traffic Separator - (width varies)	1-25	SY	$
119	Traffic Separator - (width varies)	26-50	SY	$
120	Traffic Separator - (width varies)	51-100+	SY	$
121	Concrete Sidewalk - (4" thickness)	1-100	SY	$ 96.00
122	Concrete Sidewalk - (4" thickness)	101-250	SY	$ 82.00
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	$ 81.00
124	Concrete Sidewalk - (6" thickness)	1-100	SY	$ 135.00
125	Concrete Sidewalk - (6" thickness)	101-250	SY	$ 115.00
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	$ 114.00
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	$ 135.00
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	$ 115.00
129	Concrete Sidewalk - (6" Thickness)	251+	SY	$ 114.00
130	Detectable Warning Surfaces (Inset)	1-50	SF	$
131	Detectable Warning Surfaces (Inset)	51-100	SF	$
132	Detectable Warning Surfaces (Inset)	101+	SF	$
133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	$

134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	$
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	$
136	Sodding (Bahia)	1-200	SY	$ 14.50
137	Sodding (Bahia)	201-500	SY	$ 14.40
138	Sodding (Bahia)	501+	SY	$ 14.30
139	Sodding (Floratam)	1-200	SY	$ 19.00
140	Sodding (Floratam)	201-500	SY	$ 18.90
141	Sodding (Floratam)	501+	SY	$ 18.70
142	Loop Assembly, F&I - Type B	1	AS	$
Pavement Markings				
143	Install Sign (single post)	1-5	EA	$ 275.00
144	Install Sign (single post)	6-15	EA	$ 255.00
145	Install Sign (single post)	16-30+	EA	$ 245.00
146	Install Sign (multi-post)	1-5	EA	$ 475.00
147	Install Sign (multi-post)	6-15	EA	$ 455.00
148	Install Sign (multi- post)	16-30+	EA	$ 445.00
149	Reflective Pavement Markers (RPM's)	1-20	EA	$
150	Reflective Pavement Markings (RPM's)	21-60	EA	$
151	Reflective Pavement Markers (RPM's)	61-100+	EA	$
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	$
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	$
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	$
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	$
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	$
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	$
158	12" Solid Traffic Stripe (paint)	1-25	LF	$
159	12" Solid Traffic Stripe (paint)	26-50	LF	$
160	12" Solid Traffic Stripe (paint)	51-100+	LF	$
161	18" Solid Traffic Stripe (paint)	1-25	LF	$
162	18" Solid Traffic Stripe (paint)	26-50	LF	$
163	18" Solid Traffic Stripe (paint)	51-100+	LF	$
164	24" Solid Traffic Stripe (paint)	1-25	LF	$
165	24" Solid Traffic Stripe (paint)	26-50	LF	$
166	24" Solid Traffic Stripe (paint)	51-100+	LF	$
167	6" Skip Traffic Stripe (paint)	1-200	LF	$
168	6" Skip Traffic Stripe (paint)	201-500	LF	$
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	$
170	6" Dotted Guide Lines (paint)	1-50	LF	$
171	6" Dotted Guide Lines (paint)	51-100	LF	$
172	6" Dotted Guide Lines (paint)	101-150+	LF	$
173	Directional Arrows (Paint)	1-10	EA	$
174	Directional Arrows (Paint)	11-50	EA	$
175	Directional Arrows (Paint)	51+	EA	$
176	Pavement Messages (Paint)	1-10	EA	$
177	Pavement Messages (Paint)	11-50	EA	$
178	Pavement Messages (Paint)	51+	EA	$
179	8" Solid Traffic Stripe (Paint)	1-200	LF	$

180	8" Solid Traffic Stripe (Paint)	201-500	LF	$
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	$
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	$
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	$
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	$
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	$
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	$
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	$
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	$
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	$
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	$
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	$
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	$
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	$
203	Directional Arrows / Extru. Thermo.	1	EA	$
204	Preformed Symbol	1	EA	$
205	Pavement Messages / Extru. Thermo.	1	EA	$
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	$
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	$
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	$
209	Remove Ex. Pavement Markings(paint)	1-100	SF	$
210	Remove Ex. Pavement Markings(paint)	101-300	SF	$
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	$
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	$
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	$
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	$
		TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE		$ 24,878.80
Item	**Description**	**Estimated Quantity**	**Unit of Measure**	**Unit Price**
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	$
216	Asphalt Recycling	10,001 - 50,000	SY	$
217	Asphalt Recycling	50,001+	SY	$
218	Recycling Agent	1 - 10,000	GAL	$
219	Recycling Agent	10,001 - 50,000	GAL	$
220	Recycling Agent	50,001+	GAL	$
HOT-IN-PLACE (100%) Asphalt Recycling				
221	Base Course HIPR	1 - 10,000	SY	$

222	Base Course HIPR	10,001 - 50,000	SY	$
223	Base Course HIPR	50,001+	SY	$
224	2" Complete HIPR	1 - 10,000	SY	$
225	2" Complete HIPR	10,001 - 50,000	SY	$
226	2" Complete HIPR	50,001+	SY	$
227	Asphalt Recycling Agent	1 - 10,000	SY	$
228	Asphalt Recycling Agent	10,001 - 50,000	SY	$
229	Asphalt Recycling Agent	50,001+	SY	$
			TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE	$ -

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	$
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	$
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	$
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	$
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	$
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	$
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	$
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	$
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	$
			TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE	$ -

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	$
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	$
S-12	Single Chip Seal -#89 Granite	50,001+	SY	$
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	$
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	$
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	$
			TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE	$ -

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	$
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	$

S-18	Full Depth Reclamation /6"-9"	50,001+	SY	$
S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	$
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	$
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	$
S-22	Cement for Reclamation	1	TN	$
S-23	Emulsion for Reclamation	1	Gal	$
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	$
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	$
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	$
	TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE			$ -

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-27	Fog Seal	1- 10,000	SY	$
S-28	Fog Seal	10,001- 50,000	SY	$
S-29	Fog Seal	50,000+	SY	$
	TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE			$ -

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-30	Cape Seal	1- 10,000	SY	$
S-31	Cape Seal	10,001- 50,000	SY	$
S-32	Cape Seal	50,000+	SY	$
	TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE			$ -

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	$
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	$
S-35	In-Place Recycling-Reconstrction	50,000+	SY	$
	TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE			$ -

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-36	Crack Filling/Sealing	1-500	GAL	$
S-37	Crack Filling/Sealing	501 - 1000	GAL	$

S-38	Crack Filling/Sealing	1,001+	GAL	$
			TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE	$ -

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-39	Asphalt Rejuvenator	1-50,000	SY	$
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	$
S-41	Asphalt Rejuvenator	100,001+	SY	$
			TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE	$ -

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-42	Speed Hump W/ Curbing	1-50	FT	$
S-43	Speed Hump W/ Curbing	51-100	FT	$
S-44	Speed Hump W/ Curbing	101+	FT	$
S-45	Speed Hump No Curbing	1-50	FT	$
S-46	Speed Hump No Curbing	51-100	FT	$
S-47	Speed Hump No Curbing	101+	FT	$
			TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE	$ -

Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-48	Slurry Seal	1-10,000	SY	$
S-49	Slurry Seal	10,001 - 50,000	SY	$
S-50	Slurry Seal	50,001+	SY	$
			TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE	$ -

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: **Premier Engineering, Inc.**

EXHIBIT "C"

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:
Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of_____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
6)	
7)	
	$ -
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$0.00

Accepted By: _____ (Signature)

Title/Position: _____

City Commission Approval Date: _____

Requested By: _____ (Signature)

Approved By: _____ (Signature)

Title/Position: _____

Approved By: _____ (Signature)

Title/Position: _____

Attachment 2

Changes to Original Agreement (if any)

This Attachment documents any amendments to the Original Agreement that apply to this First Extension.

If no changes are listed below, then all terms, conditions, and scope of services of the Original Agreement shall remain in full force and effect without modification.

FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND RJR CONTRACTOR, LLC

THIS FIRST AMENDMENT AND RENEWAL of the Agreement for Professional Contractor Services Related to engineering services for the City of Kissimmee is made this _____ day of _____ 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **RJR CONTRACTOR, LLC.**, located at 3465 Recker Hwy., Winter Haven, FL 33880, hereinafter known as "CONTRACTOR." The CONTRACTOR and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2022-002 "Contract for Milling, Resurfacing and Minor Concrete Work" and opened all received responses through a competitive selection process in accordance with the Contractors' Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, on June 21, 2022, the City of Kissimmee and RJR Contractor, LLC., entered into an Agreement for professional contractor services (the "Original Agreement"); and

WHEREAS, the Original Agreement is set to expire on September 20, 2025; and

WHEREAS, the CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to extend the Original Agreement for an additional (1) year period pursuant to the terms of same.

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. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Amendment and Renewal, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated June 21, 2022, incorporated herein by reference and attached hereto as **Attachment "1"**.

3. **TERM.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under Article 4 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Article 19 ("Notices")** is hereby amended to update the name of the representative for the CITY for purposes of providing notice. All notices required or permitted under the Agreement shall be directed to the updated representative as set forth in this amendment.

Notice to CITY: Ashley Willis, PW&E Director
101 Church Street
Kissimmee, FL 34741

5. **Effective Date.** This First Amendment and Renewal of the Agreement between **CITY** and **RJR CONTRACTOR, LLC.,** shall be effective upon full execution and shall extend the term of the Agreement through September 20, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Amendment and Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

RJR CONTRACTOR, LLC.

By: _____

Title: Owner

Date: 6/5/25

STATE OF FLORIDA)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me this 5 day of June, 2025, by means of ☑ physical presence or ☐ online notarization by [illegible] owner for RJR Contractor, LLC., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

ANTONIETTE RIVERA
Notary Public - State of Florida
Commission # HH 333803
My Comm. Expires Dec 12, 2026
Bonded through National Notary Assn.

Notary: _____
Print Name: Antoniette Rivera
My Commission Expires: 12/12/26

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

ATTACHMENT "1"
ORIGINAL AGREEMENT

AGREEMENT between CITY OF KISSIMMEE

And

RJR Contractor, LLC

THIS AGREEMENT is made this 21st day of June, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City" and RJR Contractor, LLC, whose business address is 3465 Recker Hwy, Winter Haven FL 33880, hereinafter "Contractor" and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, City desires to award IFB 2022-002 to Contractor consistent with the terms and conditions and requirements of the bid specifications.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.

2. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.

3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit "A", Exhibit "B", any and all change orders, and this Agreement. Contractor agrees to provide these services in a professional manner in accordance with the standards outlined Exhibit "A". Contractor shall supervise the performance of work by employees who shall present a favorable image for the City at all times when working on City property.

4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Public Works and Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

6. **BOND**. Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of $10,000.00.

7. **INSURANCE.** Contractor is required to submit to the City Certificates of Insurance naming the City as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor, at its sole cost and expense, shall maintain insurance coverage as follows:

   A. **Workers Compensation**: Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

   B. **Comprehensive General Liability**: Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than $1,000,000.00.

   C. **Comprehensive Automobile Liability**: Contractor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00.

   D. **Umbrella Insurance**: The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00.

8. **WORK ORDERS**. The City may issue subsequent modifications to the work order(s) for additional work that was not known or included in the Specifications that is found to be needed during the course of this Agreement and above the amount set forth in Exhibit "C." Contractor must seek approval from the City before performing any additional work. The City must provide the Contractor with written documentation of the modification to any work order within three (3) business days of verbal approval. Contractor is not obligated to perform additional work until written modification has been received from the City but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the Contractor without City consent will be evaluated and considered for payment based upon the work's merit. If the City determines the incidental additional work was not included in the original scope of the project and required for the Contractor's uninterrupted performance in fulfillment of the contract, then the City will approve the Contractor's request for payment for incidental additional work.

9. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving the Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

   Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the City. The Contractor shall however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

10. **TERMINATION FOR CAUSE.** If City wishes to terminate the Contractor for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If the Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. The Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the Contractor may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost

thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

11. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement immediately without notice to Contractor In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.

12. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

13. **INDEMNIFICATION/HOLD HARMLESS.** To the extent permitted by law, Contractor hereby releases and waives all claims against the City, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of Contractor, its agents, employees, sub-contractors, or other persons, for which injury or damages result from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Nothing in the agreement shall

be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from Contractor performance of the Agreement or any breach or default of Contractor.

14. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;

b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

15. **NON-ASSIGNMENT.** Contractor shall not assign, sell or transfer this Agreement or any portion hereof without receiving the written consent of the City. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited.

16. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.

18. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.

19. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:
Natrevia Gradney-Mitchell, Public Works and Engineering Director
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:
Roberto Rodriguez – Owner
3465 Recker Highway
Winter Haven, Florida 33880

20. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.

21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

(*Signature page to follow*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CONTRACTOR

By: Roberto Rodriguez

Title: Owner

Date: June -9- 2022

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 9 day of June, 2022, by means of ☒ physical presence or ☐ online notarization, by Roberto Rodriguez as owner for RSR Contractor LLC., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary:

Print Name: Antoniette Rivera

My Commission Expires: 12/12/22

ANTONIETTE RIVERA
Notary Public - State of Florida
Commission # GG 283740
My Comm. Expires Dec 12, 2022
Bonded through National Notary Assn.

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner
Date: 6/21/2022

ATTEST:

Linda S Hansell
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

Olga Sanchez on behalf
City Attorney

EXHIBIT "A"

EXHIBIT "B"

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	COST
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	1,245.00
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	

ACKNOWLEDGMENT OF ADDENDA NO.(S) _____ (IF APPLICABLE)

_____
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

_____ We do not take exception to Specifications.
(initial)

_____ We take exception to Specifications as follows:
(initial)

_____

_____

_____

(attach additional sheets, if necessary)

COMPANY NAME RJR Contractor LLC.
COMPANY ADDRESS 3465 Recker Hwy.
W.H. FL 33880

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN. BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: 5/4/2022.
(signature)
Roberto Rodriguez Owner
(typed name/title of signer)

EMAIL: rjrcontractor@gmail.com

TELEPHONE NO.: (863) 624-7271 FAX NO.: (___)_____

CITY OF KISSIMMEE

ALTERNATIVE PAVING METHODS

SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	20%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	$
6	Inlet Protection System	26-50	EA	$
7	Inlet Protection System	51-100+	EA	$
8	Floating Turbidity Barrier	1-200	LF	$
9	Floating Turbidity Barrier	201-500	LF	$
10	Floating Turbidity Barrier	501-1000+	LF	$
11	Staked Silt Fence	1-200	LF	$
12	Staked Silt Fence	201-500	LF	$
13	Staked Silt Fence	501+	LF	$
14	Clearing and Grubbing	1	AC	$
15	Curb and Gutter Removal	1-200	LF	$
16	Curb and Gutter Removal	201-500	LF	$
17	Curb and Gutter Removal	501+	LF	$
18	Miscellaneous Concrete Removal	1-200	SY	$
19	Existing Pipe Removal	1-200	LF	$
20	Existing Pipe Removal	201-500	LF	$
21	Existing Pipe Removal	501+	LF	$
22	Removal of Existing Pavement	1-200	SY	$
23	Removal of Existing Pavement	201-500	SY	$
24	Removal of Existing Pavement	501+	SY	$
25	Roadway Excavation	1-200	CY	$
26	Roadway Excavation	201-500	CY	$
27	Roadway Excavation	501+	CY	$
28	Swale Grading	1-200	LF	$
29	Swale Grading	201-500	LF	$
30	Swale Grading	501+	LF	$
31	Embankment (Truckload)	1-200	CY	$
32	Embankment (Truckload)	201-500	CY	$
33	Embankment (Truckload)	501+	CY	$
34	Flowable Fill	1-9	CY	$
35	Flowable Fill	10-18	CY	$
36	Flowable Fill	19-27+	CY	$
37	Asphaltic Base Course	1-200	TN	$
38	Asphaltic Base Course	201-500	TN	$
39	Asphaltic Base Course	501+	TN	$

40	Optional Base Group 1	1-200	SY	$
41	Optional Base Group 1	201-500	SY	$
42	Optional Base Group 1	501-1000+	SY	$
43	Optional Base Group 4	1-200	SY	$
44	Optional Base Group 4	201-500	SY	$
45	Optional Base Group 4	501-1000+	SY	$
46	Optional Base Group 6	1-200	SY	$
47	Optional Base Group 6	201-500	SY	$
48	Optional Base Group 6	501-1000+	SY	$
49	Optional Base Group 9	1-200	SY	$
50	Optional Base Group 9	201-500	SY	$
51	Optional Base Group 9	501-1000+	SY	$
52	Optional Base Group 11	1-200	SY	$
53	Optional Base Group 11	201-500	SY	$
54	Optional Base Group 11	501-1000+	SY	$
55	Milling (1")	1-200	SY	$
56	Milling (1")	201-500	SY	$
57	Milling (1")	501-1000+	SY	$
58	Milling (1.5")	1-200	SY	$
59	Milling (1.5")	201-500	SY	$
60	Milling (1.5")	501-1000+	SY	$
61	Milling (2")	1-200	SY	$
62	Milling (2")	201-500	SY	$
63	Milling (2")	501-1000+	SY	$
64	Milling (3")	1-200	SY	$
65	Milling (3")	201-500	SY	$
66	Milling (3")	501-1000+	SY	$
67	Milling (4")	1-200	SY	$
68	Milling (4")	201-500	SY	$
69	Milling (4")	501-1000+	SY	$
70	Milling (5")	1-200	SY	$
71	Milling (5")	201-500	SY	$
72	Milling (5")	501-1000+	SY	$
73	Milling (6")	1-200	SY	$
74	Milling (6")	201-500	SY	$
75	Milling (6")	501-1000+	SY	$
76	Type III Asphaltic Concrete	1-200	TN	$
77	Type III Asphaltic Concrete	201-500	TN	$
78	Type III Asphaltic Concrete	501+	TN	$
79	Asphaltic Concrete Type "S-1"	1-200	TN	$
80	Asphaltic Concrete Type "S-1"	201-500	TN	$
81	Asphaltic Concrete Type "S-1"	501+	TN	$
82	Asphaltic Concrete Type "S-3"	1-200	TN	$
83	Asphaltic Concrete Type "S-3"	201-500	TN	$
84	Asphaltic Concrete Type "S-3"	501+	TN	$
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	$
86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	$

87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	$	
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	$	
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	$	
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	$	
91	18" RCP CD - CI	1-200	LF	$	
92	18" RCP CD - CI	201-500	LF	$	
93	18" RCP CD - CI	501+	LF	$	
94	Type "A" Curb	1-25	LF	$	
95	Type "A" Curb	26-50	LF	$	
96	Type "A" Curb	51-100+	LF	$	
97	Type "B" Curb	1-20	LF	$	
98	Type "B" Curb	26-50	LF	$	
99	Type "B" Curb	51-100+	LF	$	
100	Type "D" Curb	1-25	LF	$	
101	Type "D" Curb	26-50	LF	$	
102	Type "D" Curb	51-100+	LF	$	
103	Type "E" Curb	1-25	LF	$	
104	Type "E" Curb	26-50	LF	$	
105	Type "E" Curb	51-100+	LF	$	
106	Type "F" Curb	1-25	LF	$	
107	Type "F" Curb	26-50	LF	$	
108	Type "F" Curb	51-100+	LF	$	
109	Valley Gutter	1-25	LF	$	
110	Valley Gutter	26-50	LF	$	
111	Valley Gutter	51-100+	LF	$	
112	Traffic Separator - (4')	1-25	LF	$	
113	Traffic Separator - (4')	26-50	LF	$	
114	Traffic Separator - (4')	51-100+	LF	$	
115	Traffic Separator - (6')	1-25	LF	$	
116	Traffic Separator - (6')	26-50	LF	$	
117	Traffic Separator - (6')	51-100+	LF	$	
118	Traffic Separator - (width varies)	1-25	SY	$	
119	Traffic Separator - (width varies)	26-50	SY	$	
120	Traffic Separator - (width varies)	51-100+	SY	$	
121	Concrete Sidewalk - (4" thickness)	1-100	SY	$	110.00
122	Concrete Sidewalk - (4" thickness)	101-250	SY	$	100.00
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	$	95.00
124	Concrete Sidewalk - (6" thickness)	1-100	SY	$	165.00
125	Concrete Sidewalk - (6" thickness)	101-250	SY	$	155.00
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	$	150.00
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	$	165.00
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	$	155.00
129	Concrete Sidewalk - (6" Thickness)	251+	SY	$	150.00
130	Detectable Warning Surfaces (Inset)	1-50	SF	$	
131	Detectable Warning Surfaces (Inset)	51-100	SF	$	
132	Detectable Warning Surfaces (Inset)	101+	SF	$	
133	Detectable Warning Surfaces (Screwdown	1-50	SF	$	

134	Detectable Warning Surfaces (Screwdowr	51-100	SF	$
135	Detectable Warning Surfaces (Screwdowr	101+	SF	$
136	Sodding (Bahia)	1-200	SY	$
137	Sodding (Bahia)	201-500	SY	$
138	Sodding (Bahia)	501+	SY	$
139	Sodding (Floratam)	1-200	SY	$
140	Sodding (Floratam)	201-500	SY	$
141	Sodding (Floratam)	501+	SY	$
142	Loop Assembly, F&I - Type B	1	AS	$
Pavement Markings				
143	Install Sign (single post)	1-5	EA	$
144	Install Sign (single post)	6-15	EA	$
145	Install Sign (single post)	16-30+	EA	$
146	Install Sign (multi-post)	1-5	EA	$
147	Install Sign (multi-post)	6-15	EA	$
148	Install Sign (multi- post)	16-30+	EA	$
149	Reflective Pavement Markers (RPM's)	1-20	EA	$
150	Reflective Pavement Markings (RPM's)	21-60	EA	$
151	Reflective Pavement Markers (RPM's)	61-100+	EA	$
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	$
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	$
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	$
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	$
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	$
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	$
158	12" Solid Traffic Stripe (paint)	1-25	LF	$
159	12" Solid Traffic Stripe (paint)	26-50	LF	$
160	12" Solid Traffic Stripe (paint)	51-100+	LF	$
161	18" Solid Traffic Stripe (paint)	1-25	LF	$
162	18" Solid Traffic Stripe (paint)	26-50	LF	$
163	18" Solid Traffic Stripe (paint)	51-100+	LF	$
164	24" Solid Traffic Stripe (paint)	1-25	LF	$
165	24" Solid Traffic Stripe (paint)	26-50	LF	$
166	24" Solid Traffic Stripe (paint)	51-100+	LF	$
167	6" Skip Traffic Stripe (paint)	1-200	LF	$
168	6" Skip Traffic Stripe (paint)	201-500	LF	$
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	$
170	6" Dotted Guide Lines (paint)	1-50	LF	$
171	6" Dotted Guide Lines (paint)	51-100	LF	$
172	6" Dotted Guide Lines (paint)	101-150+	LF	$
173	Directional Arrows (Paint)	1-10	EA	$
174	Directional Arrows (Paint)	11-50	EA	$
175	Directional Arrows (Paint)	51+	EA	$
176	Pavement Messages (Paint)	1-10	EA	$
177	Pavement Messages (Paint)	11-50	EA	$
178	Pavement Messages (Paint)	51+	EA	$
179	8" Solid Traffic Stripe (Paint)	1-200	LF	$

180	8" Solid Traffic Stripe (Paint)	201-500	LF	$
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	$
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	$
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	$
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	$
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	$
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	$
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	$
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	$
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	$
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	$
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	$
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	$
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	$
203	Directional Arrows / Extru. Thermo.	1	EA	$
204	Preformed Symbol	1	EA	$
205	Pavement Messages / Extru. Thermo.	1	EA	$
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	$
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	$
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	$
209	Remove Ex. Pavement Markings(paint)	1-100	SF	$
210	Remove Ex. Pavement Markings(paint)	101-300	SF	$
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	$
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	$
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	$
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	$
	TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE			$ 1,245.00

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	$
216	Asphalt Recycling	10,001 - 50,000	SY	$
217	Asphalt Recycling	50,001+	SY	$
218	Recycling Agent	1 - 10,000	GAL	$
219	Recycling Agent	10,001 - 50,000	GAL	$
220	Recycling Agent	50,001+	GAL	$
HOT-IN-PLACE (100%) Asphalt Recycling				
221	Base Course HIPR	1 - 10,000	SY	$

222	Base Course HIPR	10,001 - 50,000	SY	$
223	Base Course HIPR	50,001+	SY	$
224	2" Complete HIPR	1 - 10,000	SY	$
225	2" Complete HIPR	10,001 - 50,000	SY	$
226	2" Complete HIPR	50,001+	SY	$
227	Asphalt Recycling Agent	1 - 10,000	SY	$
228	Asphalt Recycling Agent	10,001 - 50,000	SY	$
229	Asphalt Recycling Agent	50,001+	SY	$
		TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE		$ -

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	$
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	$
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	$
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	$
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	$
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	$
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	$
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	$
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	$
		TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE		$ -

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	$
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	$
S-12	Single Chip Seal -#89 Granite	50,001+	SY	$
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	$
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	$
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	$
		TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE		$ -

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	$
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	$
S-18	Full Depth Reclamation /6"-9"	50,001+	SY	$

S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	$
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	$
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	$
S-22	Cement for Reclamation	1	TN	$
S-23	Emulsion for Reclamation	1	Gal	$
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	$
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	$
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	$
		TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE		$ -

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-27	Fog Seal	1- 10,000	SY	$
S-28	Fog Seal	10,001- 50,000	SY	$
S-29	Fog Seal	50,000+	SY	$
		TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE		$ -

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-30	Cape Seal	1- 10,000	SY	$
S-31	Cape Seal	10,001- 50,000	SY	$
S-32	Cape Seal	50,000+	SY	$
		TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE		$ -

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	$
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	$
S-35	In-Place Recycling-Reconstrction	50,000+	SY	$
		TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE		$ -

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-36	Crack Filling/Sealing	1-500	GAL	$
S-37	Crack Filling/Sealing	501 - 1000	GAL	$
S-38	Crack Filling/Sealing	1,001+	GAL	$

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-39	Asphalt Rejuvenator	1-50,000	SY	$
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	$
S-41	Asphalt Rejuvenator	100,001+	SY	$
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-42	Speed Hump W/ Curbing	1-50	FT	$
S-43	Speed Hump W/ Curbing	51-100	FT	$
S-44	Speed Hump W/ Curbing	101+	FT	$
S-45	Speed Hump No Curbing	1-50	FT	$
S-46	Speed Hump No Curbing	51-100	FT	$
S-47	Speed Hump No Curbing	101+	FT	$
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				$ -
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	%
2	Night Work Mobilization	1	%	%
3	Maintenance of Traffic	1	%	%
4	Maintenance of Traffic Nightwork	1	%	%
S-48	Slurry Seal	1-10,000	SY	$
S-49	Slurry Seal	10,001 - 50,000	SY	$
S-50	Slurry Seal	50,001+	SY	$
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				$ -

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: RJR Contractor LLC.

EXHIBIT "C"

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:
Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of_____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
6)	
7)	
	$ -

Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$0.00

Accepted By: _____ (Signature)

Title/Position: _____

City Commission Approval Date: _____

Requested By: _____ (Signature)

Approved By: _____ (Signature)

Title/Position: _____

Approved By: _____ (Signature)

Title/Position: _____

Attachment 2

Changes to Original Agreement (if any)

This Attachment documents any amendments to the Original Agreement that apply to this First Extension.

If no changes are listed below, then all terms, conditions, and scope of services of the Original Agreement shall remain in full force and effect without modification.

FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND SCHULLER CONTRACTORS INCORPORATED

THIS FIRST AMENDMENT AND RENEWAL of the Agreement for Professional Contractor Services Related to engineering services for the City of Kissimmee is made this _____ day of _____ 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **SCHULLER CONTRACTORS INCORPORATED**, located at 9125 Parkers Landing, Suite 6, Orlando, FL 32824, hereinafter known as "CONTRACTOR." The CONTRACTOR and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2022-002 "Contract for Milling, Resurfacing and Minor Concrete Work" and opened all received responses through a competitive selection process in accordance with the Contractors' Competitive Negotiation Act (F.S. 287.055); and

WHEREAS, on June 21, 2022, the City of Kissimmee and Schuller Contractors Incorporated, entered into an Agreement for professional contractor services (the "Original Agreement"); and

WHEREAS, the Original Agreement is set to expire on September 20, 2025; and

WHEREAS, the CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to extend the Original Agreement for an additional (1) year period pursuant to the terms of same.

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. **Agree to Terms of the Original Agreement**. Except as otherwise provided in this First Amendment and Renewal, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated June 21, 2022, incorporated herein by reference and attached hereto as **Attachment "1"**.

3. **TERM.** The CITY and CONTRACTOR agree to exercise the first one (1) year extension provided under Article 4 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.

4. **Article 19 ("Notices")** is hereby amended to update the name of the representative for the CITY for purposes of providing notice. All notices required or permitted under the Agreement shall be directed to the updated representative as set forth in this amendment.

Notice to CITY: Ashley Willis, PW&E Director
101 Church Street
Kissimmee, FL 34741

5. **Effective Date.** This First Amendment and Renewal of the Agreement between **CITY** and **SCHULLER CONTRACTORS INCORPORATED** shall be effective upon full execution and shall extend the term of the Agreement through September 20, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Amendment and Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

SCHULLER CONTRACTORS INCORPORATED

PATRICIA H. CONSOLI
Notary Public - State of Florida
Commission # HH 378394
My Comm. Expires Apr 9, 2027
Bonded through National Notary Assn.

By: _____

Title: Jonathan Jasiewicz, President

Date: June 2, 2025

SCHULLER CONTRACTORS INCORPORATED CORPORATE SEAL 1998 FLORIDA

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 2nd day of June, 2025, by means of ☑ physical presence or ☐ online notarization by Jonathan Jasiewicz as President for Schuller Contractors Incorporated, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: Patricia H. Consoli
My Commission Expires: 4/9/2027

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

_____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

_____
Olga Sanchez de Fuentes, City Attorney

ATTACHMENT "1"
ORIGINAL AGREEMENT

AGREEMENT between CITY OF KISSIMMEE

And

Schuller Contractors Incorporated

THIS AGREEMENT is made this 21st day of June, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City" and Schuller Contractors Incorporated, whose business address is 9125 Parkers Landing, Suite 6 Orlando, FL 32824, hereinafter "Contractor" and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, City desires to award IFB 2022-002 to Contractor consistent with the terms and conditions and requirements of the bid specifications.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.

2. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.

3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit "A", Exhibit "B", any and all change orders, and this Agreement. Contractor agrees to provide these services in a professional manner in accordance with the standards outlined Exhibit "A". Contractor shall supervise the performance of work by employees who shall present a favorable image for the City at all times when working on City property.

4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Public Works and Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

6. **BOND.** Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of $10,000.00.

7. **INSURANCE.** Contractor is required to submit to the City Certificates of Insurance naming the City as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor, at its sole cost and expense, shall maintain insurance coverage as follows:

   A. **Workers Compensation**: Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and $300,000.00 for Employers' Liability.

   B. **Comprehensive General Liability**: Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than $1,000,000.00.

   C. **Comprehensive Automobile Liability**: Contractor will provide coverage for all owned and non-owed vehicles for limits of not less than $1,000,000.00.

   D. **Umbrella Insurance**: The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than $1,000,000.00.

8. **WORK ORDERS.** The City may issue subsequent modifications to the work order(s) for additional work that was not known or included in the Specifications that is found to be needed during the course of this Agreement and above the amount set forth in Exhibit "C." Contractor must seek approval from the City before performing any additional work. The City must provide the Contractor with written documentation of the modification to any work order within three (3) business days of verbal approval. Contractor is not obligated to perform additional work until written modification has been received from the City but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the Contractor without City consent will be evaluated and considered for payment based upon the work's merit. If the City determines the incidental additional work was not included in the original scope of the project and required for the Contractor's uninterrupted performance in fulfillment of the contract, then the City will approve the Contractor's request for payment for incidental additional work.

9. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving the Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

   Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the City. The Contractor shall however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

10. **TERMINATION FOR CAUSE.** If City wishes to terminate the Contractor for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If the Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. The Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the Contractor may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost

thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

11. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement immediately without notice to Contractor In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.

12. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

13. **INDEMNIFICATION/HOLD HARMLESS.** To the extent permitted by law, Contractor hereby releases and waives all claims against the City, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of Contractor, its agents, employees, sub-contractors, or other persons, for which injury or damages result from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Nothing in the agreement shall

be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from Contractor performance of the Agreement or any breach or default of Contractor.

14. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;

b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

15. **NON-ASSIGNMENT.** Contractor shall not assign, sell or transfer this Agreement or any portion hereof without receiving the written consent of the City. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited.

16. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.

18. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.

19. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:
Natrevia Gradney-Mitchell, Public Works and Engineering Director
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:
Jonathan Jasiewicz – President
9125 Parkers Landing, Suite 6
Orlando, Florida 32824

20. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.

21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

(*Signature page to follow*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CONTRACTOR

By: _____

Title: Jonathan Jasiewicz, President

Date: 6/9/2022

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 9th day of June, 2022, by means of ☑ physical presence or ☐ online notarization, by Jonathan Jasiewicz as President for Schuller Contractors Incorporated, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Patricia H Lockhart
My Commission GG 300435
Expires 04/09/2023

Notary: _____

Print Name: Patricia H. Lockhart

My Commission Expires: 4/9/2023

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor-Commissioner
Date: 6/21/2022

ATTEST:

_____
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

_____
City Attorney

EXHIBIT "A"

EXHIBIT "B"

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM NO.	DESCRIPTION	COST
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	$55,637.00
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	NO BID
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	NO BID
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	NO BID
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	NO BID
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	NO BID
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	NO BID
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	NO BID
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	NO BID
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	NO BID
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	NO BID

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 thru 4 (IF APPLICABLE)

_____
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

_____ We do not take exception to Specifications.
(initial)

_____ We take exception to Specifications as follows:
(initial)

_____

_____

_____

(attach additional sheets, if necessary)

COMPANY NAME Schuller Contractors Incorporated
COMPANY ADDRESS 9125 Parkers Landing, Suite 6
Orlando, Florida 32824

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN. BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: 5/5/2022
(signature)

Jonathan Jasiewicz, President EMAIL: schullercontractors@gmail.com
(typed name/title of signer)

TELEPHONE NO.: (407) 855-5572 FAX NO.: (407) 855-4922

CITY OF KISSIMMEE

ALTERNATIVE PAVING METHODS

SCHEDULE OF UNIT PRICES

IFB2022-002

Mobilization/Maintenance of Traffic				
Item	**Description**	**EstimatedQuantity**	**Unit of Measure**	**Unit Price**
1	Mobilization	1	%	25%
2	Night Work Mobilization	1	%	31%
3	Maintenance of Traffic	1	%	31%
4	Maintenance of Traffic Nightwork	1	%	44%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	$ 625.00
6	Inlet Protection System	26-50	EA	$ 500.00
7	Inlet Protection System	51-100+	EA	$ 375.00
8	Floating Turbidity Barrier	1-200	LF	$ 63.00
9	Floating Turbidity Barrier	201-500	LF	$ 50.00
10	Floating Turbidity Barrier	501-1000+	LF	$ 38.00
11	Staked Silt Fence	1-200	LF	$ 6.00
12	Staked Silt Fence	201-500	LF	$ 5.00
13	Staked Silt Fence	501+	LF	$ 4.00
14	Clearing and Grubbing	1	AC	$ 21,250.00
15	Curb and Gutter Removal	1-200	LF	$ 31.00
16	Curb and Gutter Removal	201-500	LF	$ 29.00
17	Curb and Gutter Removal	501+	LF	$ 25.00
18	Miscellaneous Concrete Removal	1-200	SY	$ 38.00
19	Existing Pipe Removal	1-200	LF	$ 94.00
20	Existing Pipe Removal	201-500	LF	$ 63.00
21	Existing Pipe Removal	501+	LF	$ 31.00
22	Removal of Existing Pavement	1-200	SY	$ 44.00
23	Removal of Existing Pavement	201-500	SY	$ 31.00
24	Removal of Existing Pavement	501+	SY	$ 25.00
25	Roadway Excavation	1-200	CY	$ 81.00
26	Roadway Excavation	201-500	CY	$ 69.00
27	Roadway Excavation	501+	CY	$ 56.00
28	Swale Grading	1-200	LF	$ 31.00
29	Swale Grading	201-500	LF	$ 25.00
30	Swale Grading	501+	LF	$ 19.00
31	Embankment (Truckload)	1-200	CY	$ 31.00
32	Embankment (Truckload)	201-500	CY	$ 25.00
33	Embankment (Truckload)	501+	CY	$ 23.00
34	Flowable Fill	1-9	CY	$ 313.00
35	Flowable Fill	10-18	CY	$ 281.00
36	Flowable Fill	19-27+	CY	$ 263.00
37	Asphaltic Base Course	1-200	TN	$ 313.00
38	Asphaltic Base Course	201-500	TN	$ 188.00
39	Asphaltic Base Course	501+	TN	$ 188.00

40	Optional Base Group 1	1-200	SY	$ 44.00
41	Optional Base Group 1	201-500	SY	$ 38.00
42	Optional Base Group 1	501-1000+	SY	$ 31.00
43	Optional Base Group 4	1-200	SY	$ 56.00
44	Optional Base Group 4	201-500	SY	$ 50.00
45	Optional Base Group 4	501-1000+	SY	$ 44.00
46	Optional Base Group 6	1-200	SY	$ 56.00
47	Optional Base Group 6	201-500	SY	$ 50.00
48	Optional Base Group 6	501-1000+	SY	$ 44.00
49	Optional Base Group 9	1-200	SY	$ 81.00
50	Optional Base Group 9	201-500	SY	$ 75.00
51	Optional Base Group 9	501-1000+	SY	$ 69.00
52	Optional Base Group 11	1-200	SY	$ 56.00
53	Optional Base Group 11	201-500	SY	$ 50.00
54	Optional Base Group 11	501-1000+	SY	$ 44.00
55	Milling (1")	1-200	SY	$ 63.00
56	Milling (1")	201-500	SY	$ 44.00
57	Milling (1")	501-1000+	SY	$ 44.00
58	Milling (1.5")	1-200	SY	$ 69.00
59	Milling (1.5")	201-500	SY	$ 50.00
60	Milling (1.5")	501-1000+	SY	$ 50.00
61	Milling (2")	1-200	SY	$ 71.00
62	Milling (2")	201-500	SY	$ 53.00
63	Milling (2")	501-1000+	SY	$ 53.00
64	Milling (3")	1-200	SY	$ 75.00
65	Milling (3")	201-500	SY	$ 56.00
66	Milling (3")	501-1000+	SY	$ 56.00
67	Milling (4")	1-200	SY	$ 81.00
68	Milling (4")	201-500	SY	$ 63.00
69	Milling (4")	501-1000+	SY	$ 63.00
70	Milling (5")	1-200	SY	$ 88.00
71	Milling (5")	201-500	SY	$ 69.00
72	Milling (5")	501-1000+	SY	$ 69.00
73	Milling (6")	1-200	SY	$ 94.00
74	Milling (6")	201-500	SY	$ 75.00
75	Milling (6")	501-1000+	SY	$ 75.00
76	Type III Asphaltic Concrete	1-200	TN	$ 313.00
77	Type III Asphaltic Concrete	201-500	TN	$ 188.00
78	Type III Asphaltic Concrete	501+	TN	$ 188.00
79	Asphaltic Concrete Type "S-1"	1-200	TN	$ 313.00
80	Asphaltic Concrete Type "S-1"	201-500	TN	$ 188.00
81	Asphaltic Concrete Type "S-1"	501+	TN	$ 188.00
82	Asphaltic Concrete Type "S-3"	1-200	TN	$ 313.00
83	Asphaltic Concrete Type "S-3"	201-500	TN	$ 188.00
84	Asphaltic Concrete Type "S-3"	501+	TN	$ 188.00
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	$ 1,250.00
86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	$ 1,125.00

87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	$ 1,000.00
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	$ 625.00
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	$ 500.00
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	$ 375.00
91	18" RCP CD - CI	1-200	LF	$ 313.00
92	18" RCP CD - CI	201-500	LF	$ 260.00
93	18" RCP CD - CI	501+	LF	$ 240.00
94	Type "A" Curb	1-25	LF	$ 44.00
95	Type "A" Curb	26-50	LF	$ 38.00
96	Type "A" Curb	51-100+	LF	$ 31.00
97	Type "B" Curb	1-20	LF	$ 44.00
98	Type "B" Curb	26-50	LF	$ 38.00
99	Type "B" Curb	51-100+	LF	$ 31.00
100	Type "D" Curb	1-25	LF	$ 31.00
101	Type "D" Curb	26-50	LF	$ 25.00
102	Type "D" Curb	51-100+	LF	$ 23.00
103	Type "E" Curb	1-25	LF	$ 44.00
104	Type "E" Curb	26-50	LF	$ 38.00
105	Type "E" Curb	51-100+	LF	$ 31.00
106	Type "F" Curb	1-25	LF	$ 44.00
107	Type "F" Curb	26-50	LF	$ 38.00
108	Type "F" Curb	51-100+	LF	$ 31.00
109	Valley Gutter	1-25	LF	$ 125.00
110	Valley Gutter	26-50	LF	$ 113.00
111	Valley Gutter	51-100+	LF	$ 100.00
112	Traffic Separator - (4')	1-25	LF	$ 150.00
113	Traffic Separator - (4')	26-50	LF	$ 138.00
114	Traffic Separator - (4')	51-100+	LF	$ 125.00
115	Traffic Separator - (6')	1-25	LF	$ 188.00
116	Traffic Separator - (6')	26-50	LF	$ 175.00
117	Traffic Separator - (6')	51-100+	LF	$ 163.00
118	Traffic Separator - (width varies)	1-25	SY	$ 200.00
119	Traffic Separator - (width varies)	26-50	SY	$ 188.00
120	Traffic Separator - (width varies)	51-100+	SY	$ 175.00
121	Concrete Sidewalk - (4" thickness)	1-100	SY	$ 94.00
122	Concrete Sidewalk - (4" thickness)	101-250	SY	$ 88.00
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	$ 81.00
124	Concrete Sidewalk - (6" thickness)	1-100	SY	$ 113.00
125	Concrete Sidewalk - (6" thickness)	101-250	SY	$ 106.00
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	$ 100.00
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	$ 113.00
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	$ 106.00
129	Concrete Sidewalk - (6" Thickness)	251+	SY	$ 100.00
130	Detectable Warning Surfaces (Inset)	1-50	SF	$ 56.00
131	Detectable Warning Surfaces (Inset)	51-100	SF	$ 44.00
132	Detectable Warning Surfaces (Inset)	101+	SF	$ 31.00
133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	$ 125.00

134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	$ 113.00
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	$ 106.00
136	Sodding (Bahia)	1-200	SY	$ 9.00
137	Sodding (Bahia)	201-500	SY	$ 8.00
138	Sodding (Bahia)	501+	SY	$ 6.00
139	Sodding (Floratam)	1-200	SY	$ 10.00
140	Sodding (Floratam)	201-500	SY	$ 9.00
141	Sodding (Floratam)	501+	SY	$ 8.00
142	Loop Assembly, F&I - Type B	1	AS	$ 10,000.00
Pavement Markings				
143	Install Sign (single post)	1-5	EA	$ 656.00
144	Install Sign (single post)	6-15	EA	$ 563.00
145	Install Sign (single post)	16-30+	EA	$ 519.00
146	Install Sign (multi-post)	1-5	EA	$ 1,119.00
147	Install Sign (multi-post)	6-15	EA	$ 994.00
148	Install Sign (multi- post)	16-30+	EA	$ 869.00
149	Reflective Pavement Markers (RPM's)	1-20	EA	$ 13.00
150	Reflective Pavement Markings (RPM's)	21-60	EA	$ 10.00
151	Reflective Pavement Markers (RPM's)	61-100+	EA	$ 7.00
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	$ 2.00
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	$ 1.00
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	$ 1.00
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	$ 2.00
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	$ 1.00
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	$ 1.00
158	12" Solid Traffic Stripe (paint)	1-25	LF	$ 6.00
159	12" Solid Traffic Stripe (paint)	26-50	LF	$ 4.00
160	12" Solid Traffic Stripe (paint)	51-100+	LF	$ 3.00
161	18" Solid Traffic Stripe (paint)	1-25	LF	$ 7.00
162	18" Solid Traffic Stripe (paint)	26-50	LF	$ 6.00
163	18" Solid Traffic Stripe (paint)	51-100+	LF	$ 3.00
164	24" Solid Traffic Stripe (paint)	1-25	LF	$ 9.00
165	24" Solid Traffic Stripe (paint)	26-50	LF	$ 5.00
166	24" Solid Traffic Stripe (paint)	51-100+	LF	$ 4.00
167	6" Skip Traffic Stripe (paint)	1-200	LF	$ 2.00
168	6" Skip Traffic Stripe (paint)	201-500	LF	$ 1.00
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	$ 1.00
170	6" Dotted Guide Lines (paint)	1-50	LF	$ 2.00
171	6" Dotted Guide Lines (paint)	51-100	LF	$ 1.00
172	6" Dotted Guide Lines (paint)	101-150+	LF	$ 1.00
173	Directional Arrows (Paint)	1-10	EA	$ 119.00
174	Directional Arrows (Paint)	11-50	EA	$ 94.00
175	Directional Arrows (Paint)	51+	EA	$ 81.00
176	Pavement Messages (Paint)	1-10	EA	$ 119.00
177	Pavement Messages (Paint)	11-50	EA	$ 94.00
178	Pavement Messages (Paint)	51+	EA	$ 81.00
179	8" Solid Traffic Stripe (Paint)	1-200	LF	$ 2.00

180	8" Solid Traffic Stripe (Paint)	201-500	LF	$ 1.00
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	$ 1.00
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	$ 7.00
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	$ 3.00
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	$ 2.00
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	$ 7.00
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	$ 3.00
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	$ 2.00
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$ 11.00
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$ 9.00
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$ 6.00
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$ 12.00
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$ 10.00
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$ 8.00
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	$ 14.00
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	$ 11.00
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	$ 9.00
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	$ 7.00
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	$ 4.00
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	$ 2.00
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	$ 7.00
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	$ 4.00
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	$ 2.00
203	Directional Arrows / Extru. Thermo.	1	EA	$ 281.00
204	Preformed Symbol	1	EA	$ 438.00
205	Pavement Messages / Extru. Thermo.	1	EA	$ 369.00
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	$ 7.00
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	$ 5.00
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	$ 3.00
209	Remove Ex. Pavement Markings(paint)	1-100	SF	$ 11.00
210	Remove Ex. Pavement Markings(paint)	101-300	SF	$ 9.00
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	$ 6.00
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	$ 12.00
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	$ 10.00
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	$ 7.00
		TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE		$ 55,637.00

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	No Bid
216	Asphalt Recycling	10,001 - 50,000	SY	No Bid
217	Asphalt Recycling	50,001+	SY	No Bid
218	Recycling Agent	1 - 10,000	GAL	No Bid
219	Recycling Agent	10,001 - 50,000	GAL	No Bid
220	Recycling Agent	50,001+	GAL	No Bid
HOT-IN-PLACE (100%) Asphalt Recycling				
221	Base Course HIPR	1 - 10,000	SY	No Bid

222	Base Course HIPR	10,001 - 50,000	SY	No Bid
223	Base Course HIPR	50,001+	SY	No Bid
224	2" Complete HIPR	1 - 10,000	SY	No Bid
225	2" Complete HIPR	10,001 - 50,000	SY	No Bid
226	2" Complete HIPR	50,001+	SY	No Bid
227	Asphalt Recycling Agent	1 - 10,000	SY	No Bid
228	Asphalt Recycling Agent	10,001 - 50,000	SY	No Bid
229	Asphalt Recycling Agent	50,001+	SY	No Bid
		TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE		No Bid

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	No Bid
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	No Bid
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	No Bid
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	No Bid
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	No Bid
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	No Bid
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	No Bid
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	No Bid
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	No Bid
		TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE		No Bid

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	No Bid
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	No Bid
S-12	Single Chip Seal -#89 Granite	50,001+	SY	No Bid
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	No Bid
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	No Bid
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	No Bid
		TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE		No Bid

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	No Bid
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	No Bid
S-18	Full Depth Reclamation /6"-9"	50,001+	SY	No Bid

S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	No Bid
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	No Bid
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	No Bid
S-22	Cement for Reclamation	1	TN	No Bid
S-23	Emulsion for Reclamation	1	Gal	No Bid
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	No Bid
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	No Bid
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	No Bid
	TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE			No Bid

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-27	Fog Seal	1- 10,000	SY	No Bid
S-28	Fog Seal	10,001- 50,000	SY	No Bid
S-29	Fog Seal	50,000+	SY	No Bid
	TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE			No Bid

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-30	Cape Seal	1- 10,000	SY	No Bid
S-31	Cape Seal	10,001- 50,000	SY	No Bid
S-32	Cape Seal	50,000+	SY	No Bid
	TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE			No Bid

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	No Bid
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	No Bid
S-35	In-Place Recycling-Reconstrction	50,000+	SY	No Bid
	TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE			No Bid

Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-36	Crack Filling/Sealing	1-500	GAL	No Bid
S-37	Crack Filling/Sealing	501 - 1000	GAL	No Bid
S-38	Crack Filling/Sealing	1,001+	GAL	No Bid

			TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE	No Bid
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-39	Asphalt Rejuvenator	1-50,000	SY	No Bid
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	No Bid
S-41	Asphalt Rejuvenator	100,001+	SY	No Bid
			TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE	No Bid
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-42	Speed Hump W/ Curbing	1-50	FT	No Bid
S-43	Speed Hump W/ Curbing	51-100	FT	No Bid
S-44	Speed Hump W/ Curbing	101+	FT	No Bid
S-45	Speed Hump No Curbing	1-50	FT	No Bid
S-46	Speed Hump No Curbing	51-100	FT	No Bid
S-47	Speed Hump No Curbing	101+	FT	No Bid
			TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE	No Bid
Item	Description	EstimatedQuantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-48	Slurry Seal	1-10,000	SY	No Bid
S-49	Slurry Seal	10,001 - 50,000	SY	No Bid
S-50	Slurry Seal	50,001+	SY	No Bid
			TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE	No Bid

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: Schuller Contractors Incorporated

9125 Parkers Landing, Suite 6
Orlando, FL 32824
Phone: 407-855-5572 Fax: 407-855-4922
Email: Schullercontractors@gmail.com

EXHIBIT "C"

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:
Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of_____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
6)	
7)	
	$ -
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$0.00
CONTRACT TOTAL DOLLARS:	$0.00

Accepted By: _____ (Signature)

Title/Position: _____

City Commission Approval Date: _____

Requested By: _____ (Signature)

Approved By: _____ (Signature)

Title/Position: _____

Approved By: _____ (Signature)

Title/Position: _____

Attachment 2

Changes to Original Agreement (if any)

This Attachment documents any amendments to the Original Agreement that apply to this First Extension.

If no changes are listed below, then all terms, conditions, and scope of services of the Original Agreement shall remain in full force and effect without modification.

ITEM 7.N
Selection of Contractor for Haven on Vine Renovation Project: RFP2025-010

Request

Approval to select Noble Construction for RFP2025-010 with authorization to negotiate an agreement for construction of the Haven on Vine Renovation project.

Explanation

The Purchasing Division solicited proposals from qualified firms for the renovation of the Haven on Vine Affordable Housing Initiative previously known as the Super 8 Motel. A Request for Proposals was issued and advertised on April 13, 2025, in the Orlando Sentinel, Demand Star, and Vendor Link. Five (5) firms submitted proposals and the bid opening took place on May 20, 2025.

The selection committee, comprised of representatives from Public Works, Development Services, and the City Manager's Office, met on June 6, 2025 to interview and score the shortlisted contractors. After interviews, the selection committee reached consensus to select Noble Construction based on the selection criteria. Due to the fact that all bids for the complete scope of the project exceed available funding, staff request authorization to enter into negotiations with Noble Construction to value engineer the scope of the project through design, engineering, and/or materials modification.

The following is a listing of the firms:
- Miniopolis, LLC - Fort Myers, FL $249,657 (Phase 2B only)
- 2 W Solutions - Ocoee, FL $2,193,850 (Unresponsive)
- Noble Construction - Kissimmee, FL $5,880,000
- FSV Construction Company - Miami, FL $9,288,302
- Gibraltar Construction - Annapolis, MD $14,129,000

If the City is unable to reach an agreement with Noble Construction, negotiations will proceed with the next highest ranked firm. Once full costs are negotiated, the agreement will be brought back to the City Commission for final approval.

Recommendation

Approval to select and negotiate an agreement with Noble Construction for Haven on Vine Renovation project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

Attachment(s):
1. Notice of Intent
2. Haven on Vine Renovation Project - Abstract
3. RFP20205-010 HAVEN ON VINE - Renovation Project

PURCHASING OFFICE
101 CHURCH STREET KISSIMMEE,
FL 34741

NOTICE OF INTENDED ACTION

Date: June 6, 2025

To: All Submitters on Record

Issued By: Debbie Luke, Purchasing Coordinator

Subject: RFP2025-010 Haven on Vine Restoration Project

The Evaluation has been completed for the above reference solicitation. The Purchasing Division hereby provides notice that the recommendation is to award this solicitation to Noble Construction Group. This shall now be submitted to the Commission to seek award.

We appreciate your hard work on this project and will be pleased to see your interest in other projects that come up for the City of Kissimmee.

Respectfully,

Purchasing

ABSTRACT OF BIDS **City of Kissimmee**

INVITATION/BID# RFP2025-010 Haven on Vine Renovation Project

OPENING DATE: 5/20/2025 TIME: 2:30 P.M.

REQ. DEPARTMENT: Robert Masiku – Assistant Director of Public Works/Engineering

DATE\ TIME	VENDOR NAME CITY AND STATE	Item No. 1 Phase 1A	Item No. 2 Phase 1B	Item No. 3 Phase 2A	Item No. 4 Phase 2B	Total Cost	**	
5/9/25 9:13am	2 W Solutions Ocoee, FL	$751,500.00	$457,600.00	$803,400.00	$181,350.00	$2,193,850.00	No	
5/20/25 1:32pm	FSV Construction Company, Miami, FL	$3,357,211.00	$2,039,435.00	$3,101,378.00	$790,278.00	$9,288,302.00	Yes	
5/20/25 10:30am	Miniopolis, LLC Fort Myers, FL	N/A	N/A	N/A	$249,657.00	$249,657.00	Yes	
5/20/25 12:56pm	Gibraltar Construction Annapolis, MD	$6,094,000.00	$2,548,000.00	$4,384,000.00	$1,103,000.00	$14,129,000.00	Yes	
5/20/25 1:45pm	Noble Construction Kissimmee, FL	$2,670,000.00	$1,090,000.00	$1,850,000.00	$270,000.00	$5,880,000.00	Yes	
**Acknowledged Addendums Last Column								

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.

* REQUEST FOR PROPOSAL *

I. The CITY OF KISSIMMEE is seeking SEALED PROPOSALS on the following:
Request for Proposal Number **RFP2025-010 HAVEN ON VINE PROJECT - Renovation Project**

II. All proposals must be submitted in a SEALED envelope and plainly marked with the proposal number on the exterior of the proposal envelope, one (1) original, five (5) copies and (1) electronic copy on CD or Flash Drive.

III. To be considered proposals 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 2:00 pm May 20, 2025.

IV. All proposals shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30 pm May 20 2025.

V. All proposals must be according to specifications and conditions, and on the forms provided herein.

VI. The Proposal'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 proposals, with or without cause, to waive technicalities or to accept the proposal 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 proposal, 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. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Proposals desiring a copy of the Abstract of Offers should include such request with a self addressed stamped envelope in their proposal.

Brandon Durango
Procurement Manager

General Requirements:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the proposer'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 proposer's schedule. Each proposer is responsible for the completeness and accuracy of their proposal. Proposals 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 proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Proposers 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 proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

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 proposed will be shown on the Proposal Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Proposal 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 proposal, 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 proposer 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 proposer 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 PROPOSALS AND WITHDRAWL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.7 DISCOUNTS

Proposers may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest proposals offered. Any other discounts should be reflected in the unit price proposal.

1.8 PROPOSAL EVALUATION AND AWARD

All proposals 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 proposal; 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 proposer complying with the provisions of the invitation to Proposal, 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 proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the proposal which in its judgment, best services the interest of the City of Kissimmee. Proposers are cautioned that no communication with any City of Kissimmee employee involved in the evaluation process is authorized during the proposal evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Agent. Proposal awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any proposal. 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 FEID Number, 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 proposer. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the proposers request and at the proposers' 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 proposal. 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 proposal packages. However, it shall be the proposer's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.15 PROPOSERS CERTIFICATION

By signature on this proposal, proposer certifies or in the case of a joint proposal each party certifies that:

A. They have 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 proposal.
B. That the proposer has not divulged or discussed his offer with other proposers.
C. Prices offered have been determined independently without collusion with other proposers for the purpose of restricting competition.
D. No attempt has been made to induce any potential proposer to submit or decline to submit an offer in response to this solicitation.

1.16 "NO PROPOSAL" RESPONSE

Vendors electing to not submit proposals in response to this solicitation should complete the attached "Notice to Proposers" form. Failure to return the form may result in your omission from future proposal lists.

1.17 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.18 CONE OF SILENCE – The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the

solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Officer;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.19 PROTEST

Any protest must be made within three (3) days following posting of the proposal 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 287.133,F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 INDEMNITY: The Contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

2.3 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to **procurement@kissimmee.gov** not less than seven (7) days prior to the RFP opening date. **Last day for questions is April 30, 2025 by 5PM**

However, unless modified by a written addendum issued by the Purchasing Agent, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Agent for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors who have received proposal packages.

2.4 No minor children are permitted to accompany proposers during pre-proposal conferences, proposal opening or site tour.

2.5 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, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.

2.6 The City of Kissimmee has a Local Vendor Preference Policy: N/A

2.7 FEES AND LICENSURE COST: This bid requires the following fees/licensure; proof of a valid Business Tax Receipt from the jurisdiction of the bidder's place of business.

2.8 NON-MANDATORY PRE-BID: A non-mandatory pre-bid meeting and site visit is scheduled for **April 23, 2025 at 10AM** at the Haven on Vine Property located at **1815 W. Vine Street, Kissimmee, FL 34741.**The deadline for questions is April 30, 2025 by 5pm. An addendum, if necessary, will be sent out to all Contractors no later than on May 9, 2025 at 5pm.

2.9 TERMS: The term of this Agreement is from the date of execution by the last Party to execute the Agreement to the completion of the Project. This Project shall be substantially completed within twenty-four (24) months from the date the Notice to Proceed is issued.

2.10 This bid contains pages 1 - 71. Please contact the Purchasing Office at 407-518-2214 if you are missing any pages.

2.11 BOND REQUIREMENTS: (Where applicable)

A. 5% bid bond issued by a surety licensed to do business in the state of Florida submitted with the bid.
B. 100% Performance bond issued by a surety licensed to do business in the state of Florida prior to commencement of work.

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 Compliance with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
For products or services obtained through any agreement resulting from this solicitation that are to be paid in whole, or in part, or are intended to be paid in whole, or in part, using funds provided by any federal government agency or funding source, the awarded contractor(s) agrees to comply with the specific terms, regulations and requirements governing disbursement of federal funds, and as identified in 2 Code of Federal Regulations (CFR) Part 200, as amended, and with required Federal clauses as identified in Attachment B , for any product purchased or work performed, where applicable.

3.0 SCOPE OF SERVICE:

A. INTENT

The City purchased an old hotel, now known as the Haven Project, to convert the property into a mix of emergency housing and apartment units.

The property is located at 1815 W. Vine Street in Kissimmee. It will have a mix of 40

emergency housing units and 80 apartment units and make them available to those in need.

The development will consist of emergency beds, studio apartments, and two-bedroom apartments, providing housing for low—and moderate-income residents. The project was funded by the American Rescue Funds, the County, City, HOME Investment Partnerships, and the Community Development Block Grant.

B. SCOPE OF WORK:

1. This project is Federally Funded. Applicable federal regulations, such as CDBG Program requirements set forth in 24 CFR 570, subpart K, and the Code of Federal Regulations in 2 CFR Part 200, may apply. The City purchased the former Super 8 hotel, now known as the Haven on Vine project, to convert into a combined use of emergency housing and affordable apartment units.

2. The property is located at 1815 W. Vine Street in Kissimmee. It will have 40 emergency housing units and 80 apartment units available to qualifying applicants in need.

3. The development will consist of emergency beds, studio apartments, and two-bedroom apartments, providing housing for low- and moderate-income residents.

4. The project's primary funding sources are the American Rescue Funds, the County, City, HOME Investment Partnerships American Rescue Plan, and the Community Development Block Grant.

5. The construction will include all site work, utilities, and renovation/construction of buildings required to provide fully functional facilities.

6. The project is divided into two major phases: Phases 1A and 1B (the Main Building with 43 studio units and 40 (2) bedroom apartments) and Phases 2A and 2B (the Annex Building with 40 studio units and an office building).

Phase 1A – 43-Efficiency Studio Apartment Units:

a) Renovate the 43-room hotel into 43-efficiency apartments with two accessible units.
b) Renovate the common area into an upgraded meeting room, construct new restrooms, and replace PTAC units.
c) Exterior facade upgrades.
d) Upgrade electrical service to have separate electrical panels in each unit.
e) Remove all cast iron drain piping and replace with PVC piping.
f) Remove all copper water piping and replace it with PVC piping.
g) Replace existing plumbing fixtures per plans.
h) Fire sprinkler design is to be provided by others.

Phase 1B – Ten Fourplex Apartment Building Renovation:

a) The Update the exterior/facade of each of the ten fourplexes per approved plans.
b) Roof Replacement (10 Buildings)

Phase 2A – 40-Efficiency Studio Apartment Units:

a) Renovate the 40-room hotel into 40-efficiency apartments with two accessible units.
b) Renovate the existing commercial laundry into tenant laundry.
c) Exterior facade upgrades.
d) Upgrade electrical service to have separate electrical panels in each unit.
e) Remove all cast iron drain piping and replace with PVC piping.
f) Remove all copper water piping and replace it with PVC piping.
g) Replace existing plumbing fixtures per plans.
h) Fire sprinkler design is to be provided by others.

Phase 2B – Office Building Renovation:

a) The renovation of an existing storage building into an office and administration building in Phase 2B

Attachment A: Local Vendor Affidavit of Eligibility
Attachment B: Understanding of RFP Procedures, Terms, and Conditions
Attachment C: Reference
Attachment D: Phase 1A – 43-Efficiency Studio Apartment Units
Attachment E: Phase 1A – Energy Cals
Attachment F: Phase 1B – Ten Fourplex Apartment Building Renovation
Attachment G: Phase 2A – 40-Efficiency Studio Apartment Units
Attachment H: Phase 2A – Energy Conservation Checklist-2A-022025-Signed
Attachment I: Phase 2B – Office Building Renovation
Attachment J: Phase 2B – Energy Conservation Checklist-2B-022025-Signed
Attachment K: Specifications
Attachment L: Wage Decision
Attachment M: Project Location

C. CITY RESPONSIBILITIES:

City's Information:

The City shall provide full information regarding the requirements for the Project.

City's Representative:

The City shall designate in writing any additional representatives authorized to act on the City's behalf with respect to the Project, together with the scope of their respective authority. In no event shall any delegation of authority be contrary to State or City laws or codes.

D. PROPOSAL REQUIREMENTS:

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer’s lack of cost consciousness. Elaborate artwork, expensive

visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. Each submittal should contain:

Tab 1 – Executive Summary
(Items a-c: Maximum of two (2) pages)

a) Firm name, owner, address, telephone number, fax number & email address.
b) State the number of years in business.
c) State the number of full-time employees.
d) Volume of work during each of the last five (5) calendar years.
e) Describe and explain any litigation, major disputes, contract defaults, or liens experienced in the last ten (10) years.
f) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 – Approach to Project (30 Points)
(Maximum of two (2) pages)

This section shall define the services your company is proposing to the City of Kissimmee that will best meet the criteria specified in the Scope of Services for the project. State the proposer's project management plan, interpretation of the scope, and the method of approach. This section shall address the nature of these services to be provided. In addition, provide a description of innovative concepts proposed to enhance value, quality, and to control cost and schedule.

Tab 3 – Experience, Expertise, Personnel & Technical Resources (30 Points)

I. Provide at least three (3) and a maximum of five (5) similar projects completed for public entities that best illustrate the experience of the firm and current staff. (List no more than five (5) projects completed within the last ten (10) years.) (Maximum of one (1) page only per project). For each project, please provide:

a) Name and location of the project.
b) The nature of the firm's responsibility on the project.
c) Project Owner's representative name, address and phone number.
d) Date project was completed or are anticipated to be completed.
e) Size of project (gross S.F. and/or area of construction).
f) Cost of project (construction cost).
g) Change Order Summary
h) Work for which your staff was responsible.
i) Project manager, superintendent and other key professionals involved in the projects.

II. Provide an organizational chart of the team highlighting the key individuals who will work on this project as identified above.

III. Provide brief resumes of key staff personnel to be assigned to the project, including, but not limited to, the items in the list below. (One (1) page maximum per resume).

IV. Identify the project-related capability of in-house staff and indicate the adequate depth and

abilities of the organization that it can draw upon as needed. This will include management, technical, and support staff. (Indicate whether office or field related.)

a) Name and title.
b) Job assignment for other projects.
c) Percentage of time to be assigned full time to this project.
d) How many years with this firm.
e) How many years with other firms.
f) Experience:
   (1) Types of projects.
   (2) Size of projects (dollar value of project).
   (3) What were the specific project involvements?
g) List degrees, certifications, and registrations.

Tab 4 - Scheduling and Cost Control (20 Points)
(Maximum two (2) pages plus a sample schedule)

The firm's scheduling system and cost control system should be described. Methods for assuring subcontractors adherence to schedule should be highlighted.

a) Describe the firm's use of computer-generated schedules for the management of construction.
b) Indicate the level of detail to define schedules. Describe methods for managing the processing of shop drawings. Define means and methods for managing and responding to Requests for Information (RFI's) and Architect's Supplemental Instructions (ASI's).
c) Indicate the firm's approach to project scheduling and coordination of subcontractors.
d) Describe the firm's method for holding projects within budget. Provide one example.
e) Attach a sample schedule that illustrates your overall scheduling capabilities. Attach sample of the cost control reports.
f) Provide a written narrative regarding your approach to the project as it relates to cost control for items outside of the "cost of the work". Fees associated with this category are as follows; Preconstruction phase services, general conditions, CM fee and bond. Include fee percentages in your response as general information for a project of this size. Information regarding fee percentages are general in nature and are not considered as a final offer for a proposed contract.

E. SELECTION CRITERIA

Evaluation

It is the intent of the City that all firms responding to this RFP who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible submittals received in its evaluation and award process.

Criteria

Firms submitting a proposal along with the required information and documentation will have their proposal evaluated and scored based on the evaluation criteria set forth herein.

Further each proposal will be evaluated for full compliance with the RFP instructions to the Respondents and the terms and conditions set forth within the RFP document. Proposals will be scored and ranked in accordance with the weighting and grade specified in the following table. Proposals will be evaluated and an award made to the Respondent who is determined to be responsible and Responsive to this Request for Proposals and whose proposal is the most advantageous to the City in terms of quality of service the Respondent's qualifications and capabilities to provide the specified services and comply with the applicable conditions of this Request for Proposals and Contract and who in the judgment of the City will best serve the needs and interests of the City.

The following represent the principal selection criteria which will be considered during the evaluation process. Points are determined by multiplying the weight by the grade. Shortlisting of firms will be based on converting each Committee Member's Total Score into a ranking with the highest score ranked first, second, highest ranked score, etc. Once converted, the Committee Member's ranking for each firm will be entered into a shortlist summary. The Total Score recorded on the summary sheet will determine the ranking and shortlisting.

Evaluation Criteria

Criteria		**Maximum Total Points**
Tab 2 – Approach to Project		20
Tab 3 – Experience, Expertise, Personnel & Technical Resources		25
Tab 4 - Scheduling and Cost Control (Maximum two (2) pages plus a sample schedule)		20
Cost of Proposed Project		35

Total Possible Points To Be Earned = 100
Total Points to be earned are on a scale of 1 – 100 points, 1 = lowest, 100 = highest

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR PROPOSAL *****
RFP2025-010

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful proposer.

ITEM NO.	DESCRIPTION	COST
1	**Phase 1A – 43-Efficiency Studio Apartment Units**	$ _____
2	**Phase 1B – Ten Fourplex Apartment Building Renovation**	$ _____
3	**Phase 2A – 40-Efficiency Studio Apartment Units**	$ _____
4	**Phase 2B – Office Building Renovation**	$ _____
	TOTAL COST OF CONSTRUCITON	$ _____

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 PROPOSALS TO THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: _____
(signature)

_____ EMAIL:_____
(typed name/title of signer)

TELEPHONE NO.: (___)_____ FAX NO.: (___)_____

NOTICE

RFP2025-010

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____
Address: _____
_____
_____
Phone Number: (___)_____
Fax Number: (___)_____
Continue on Vendor List: _____ Yes _____ No
___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time
_____ Suitable, but engaged in other work
_____ Quantity too small
_____ Cannot meet required minimum
_____ Opening date does not allow sufficient time to complete
_____ Equivalent not presently available
_____ Other reasons or remarks: _____
_____
_____
_____

_____
Signature

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this _____day of _____20___, personally appeared

(print name)_____ being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) _____ MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.
Qualification documentation attached.

._____
Signature of Affiant

._____
Typed/Printed Name of Affiant

._____

._____
Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____day of _____20__, by

._____
(Signature of Notary Public-State of Florida)

._____
(Print, Type, or Stamp commissioned name of notary public)___personally known or ____ produced identification. Type of identification produced_____

Attachment B

Understanding of RFP Procedures, Terms and Conditions

(To be returned with qualifications submission)

Invitation to Submit Proposal
City of Kissimmee, Florida
RFP2025-010

I acknowledge I have read and understand all procedures and requirements of the above referenced RFP and have complied fully with the general terms and conditions outlined in the RFP.

Development Team: _____

Representative's Signature: _____

Representative's Printed Name: _____

Date: _____

Attachment C

REFERENCES: Each Bidder must **submit with the bid**, three (3) references. References shall be of similar scope of work as the City to whom the Bidder has supplied the same services. References must be able to attest without reservation to the fact that the Bidder provided the contracted goods/services without a significant problem of any kind.

1. Company Name: _____
   Contact Name: _____
   Contact e-mail: _____
   Contact Phone Number: _____
   Description of Work: _____
   _____
   _____
   Contact Amount: _____ Contact Start Date: _____

2. Company Name: _____
   Contact Name: _____
   Contact e-mail: _____
   Contact Phone Number: _____
   Description of Work: _____
   _____
   _____
   Contact Amount: _____ Contact Start Date: _____

3. Company Name: _____
   Contact Name: _____
   Contact e-mail: _____
   Contact Phone Number: _____
   Description of Work: _____
   _____
   _____
   Contact Amount: _____ Contact Start Date: _____

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND COMMUNITY PROJECT FUNDING (CPF) GRANT CONTRACT FOR PUBLIC IMPROVEMENTS BETWEEN THE CITY OF KISSIMMEE, FLORIDA AND XXXXXXXX

THIS CDBG AND CPF CONTRACT (hereinafter the "Contract") is made and entered into by and between the **City of Kissimmee**, a Florida municipal corporation, with a principal address of 101 Church Street, Kissimmee, FL 34741 (hereinafter referred to as the "**CITY**"), and **XXXXX**, a Florida XXXXXX corporation, with a mailing address of XXXXXX (hereinafter referred to as "**CONTRACTOR**").

W I T N E S S E T H:

WHEREAS, the Community Development Block Grant Program ("CDBG") is administered by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, CITY is an entitlement community that receives CDBG funds awarded under the Housing and Community Development Act of 1974, in furtherance of its goal of promoting community development, improving public facilities, and improving permanent residential structures as further detailed in the Consolidated Plan for Housing and Community Development Programs 2020-2025; and

WHEREAS, **CITY** purchased the Motel 8, located at 1815 W. Vine Street with the intent of converting the property into emergency housing and apartment units currently know as the Haven on Vine (the "Haven"); and

WHEREAS, in addition to CDBG funds, **CITY** was awarded a Community Project Funding ("CPF") grant (Agreement No. B-24-CP-FL-0643) on March 6, 2025 to help facilitate the renovation, rehabilitation, architectural, and engineering costs associated with renovation of the Haven; and

WHEREAS, **CITY** published RFP #2025-010 to solicit contractors for renovation of two ADA-compliant units (the "Project") phases of the Project: Phase 1A and 1B (the main building with 43 studio units and 40 two-bedroom apartments) and Phase 2A and 2B (the annex building, including 40 studio units and an office building); and

WHEREAS, pursuant to RFP#2025-010, **CONTRACTOR** provides the services requested by **CITY** and was the most responsive bidder; and

WHEREAS, CITY has given prior notice that the Project must comply and carry out all of its activities in accordance with the CDBG Program requirements set forth in 24 CFR 570, subpart K and the Code of Federal Regulations in 2 CFR Part 200.

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NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the **CITY** and **CONTRACTOR** agree as follows:

SECTION 1: SCOPE OF SERVICES AND USE OF FUNDS

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Contract.

2. **Exhibits; Attachments**. The following documents are attached and referred to in this Contract and are by this reference incorporated herein:

Exhibits	Description
"A"	Required Contractor Information
"B"	Scope of Work
"C"	Budget
"D"	Request for Change Orders
"E"	Request for Payment Form
"F"	CDBG Program Requirements
"G"	Reporting Schedule
"H"	Equal Employment Opportunity Clause for contractors and their contractors and Subcontractors Standard Solicitation and Bid and Contract Language
"I"	Davis Bacon Act Requirements
"J"	Certification Regarding Lobbying
"K"	Section 3 Economic Opportunity Clause and Report
"L"	Certification Regarding Drug-Free Workplace Requirement
"M"	Federal Funding Accountability and Transparency Act (FFATA) Affidavit

*The forms of the Exhibits are subject to change from time to time in the sole discretion of the **CITY** in order to comply with the requirements of **CITY**'s Housing and Community Development Program and/or the CDBG Program.

3. **National Objectives and Use. CITY** certifies that the activities carried out with the funds provided under this Contract will meet the CDBG program national objective of benefiting low- and moderate-income persons as required under 24 CFR §570.200(a)(2), 24 CFR §570.201(c) and 24 CFR §570.208(a)(1).

4. **Federal funds.** Under the terms and conditions of this Contract, **CITY** has allocated a subaward to **CONTRACTOR** in the amount of _____ in CDBG funds to be used in accordance with all requirements imposed by federal statutes, regulations and the terms of this Contract towards improvement costs of the Project. In addition, Community Project Funding ("CPF") in the amount of _____ has been allocated to this Project. Pursuant to 2 CFR §200.331, the required Subaward information is attached as **Exhibit "A".** Any funds remaining unexpended or not

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disbursed to **CONTRACTOR** by the **CITY** as of the Completion Date (as later defined) of this Contract may be de-obligated from this Contract and made available for other **CITY** projects as determined by the **CITY**.

5. **Statement of Work/Project Description.** As described in this Contract, **CONTRACTOR** will use these CDBG funds towards rehabilitating the Haven (the "Project") consistent with the requirements of RFP#2025-010. The Scope of Work is attached as **Exhibit "B"** and made a part hereof by this reference. **CONTRACTOR** will provide the **CITY** with all procurement support for **CITY**'s approval prior to entering into any construction sub-contracts.

6. **Goals and Performance Measures; Implementation Schedule.** During the term of this Contract, **CONTRACTOR** agrees to work diligently towards the completion of the Project. HUD requires the **CITY** to timely spend its CDBG funds. Therefore, it is critical that **CONTRACTOR** complies with the time deadlines established in this Contract. Time is of the essence. **CONTRACTOR**'s failure to work diligently toward timely completing the Project and other incidents of non-performance may result in conditions being placed on the grant funds, suspension of grant funds, or the **CITY** ceasing to distribute funds pursuant to this Contract so that the **CITY** may reallocate these funds for other uses or projects.

7. **Expenditure of Funds/Budget.** **CONTRACTOR** shall use the CDBG funds for eligible expenses permitted under the CDBG regulations, as set forth in 24 CFR Part 570 and in accordance with **Exhibit "C"** and made a part hereof by this reference. **CITY** may require a more detailed budget breakdown than the Budget attached hereto, and **CONTRACTOR** shall provide such supplementary budget information in a timely fashion and in the form and content as may be prescribed by the **CITY**. **CITY** and/or **CONTRACTOR** may also require changes in line items or approve other budgetary changes within the total award amount. Any supplementary budget information or budget changes must be approved in writing by the Housing and Community Development Manager. Request for change orders must be submitted for review and approval in the form provided as **Exhibit "D"**. Expenditures shall be directly attributable to the Project. **CONTRACTOR** shall be responsible for any cost overruns over _____. **CONTRACTOR** shall not use any funds for prohibited activities as set forth in 24 CFR §570.207 and is also prohibited from using these subaward funds or personnel employed in the administration of activities under this Contract for political activities, inherently religious activities, or lobbying. If the Housing and Community Development Manager determines that **CONTRACTOR** is not utilizing the funds in accordance with this Contract, **CITY** may reduce or otherwise alter the funding amount of the Contract. Any of the funds allocated to **CONTRACTOR** for this Project which are not expended within the term of this Contract shall be retained by the **CITY**. **CONTRACTOR** will not be reimbursed by the **CITY** for any Project costs or expenses not incurred within the terms of this Contract.

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Reimbursement of eligible expenses shall be made in accordance with performance using the Request for Payment form attached hereto as **Exhibit "E"**.

Notwithstanding anything to the contrary in this Contract, **CITY** also reserves the right to request and approve documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs and said Budget may be modified by the **CITY** accordingly. **CONTRACTOR** acknowledges and agrees that any funds not used in accordance with this Budget and permitted CDBG regulations must be repaid to the **CITY**.

8. **Performance Monitoring.** **CITY** will monitor **CONTRACTOR**'s performance as necessary and in accordance with 2 CFR §200.327-.332 to ensure compliance with the terms of this Contract, including the timeframes and performance standards as required herein. Further monitoring requirements are set forth in Section 2 herein. Substandard performance as determined by the **CITY** will constitute non-compliance with this Contract. If action to cure such substandard performance is not taken by **CONTRACTOR** within thirty (30) days after written notice of same, **CITY** may impose additional conditions on **CONTRACTOR** and its use of funds pursuant to the terms of this Contract, suspend or terminate this Contract, or initiate other remedies for noncompliance as appropriate under 2 CFR §200.338. **CONTRACTOR** must return any funds within 5 days of the **CITY**'s written request when an act of uncured substandard performance or other material breach occurs.

9. **Term.** This Contract shall be in effect for the period commencing XXXXXXX and terminating on XXXXX ("Completion Date"). Costs may not be incurred after (DATE). Notwithstanding anything herein to the contrary, **CONTRACTOR**'s obligations to the **CITY** shall not end until all close-out requirements are completed, including, but not limited to, such things as issuing final payments, disposing of program assets, retention of records, and use and maintenance requirements for any real property, if applicable. Also, notwithstanding the foregoing, the term of this Contract and the provisions herein shall be extended to cover any additional time period during which **CONTRACTOR** remains in control of funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Contract.

SECTION 2: ADMINISTRATIVE REQUIREMENTS

1. **Applicable Laws and Regulations.** **CONTRACTOR** shall comply with the requirements of the Housing and Community Development Act of 1974, as amended, all CDBG Program requirements, 24 CFR Part 570, 2 CFR part 200, and other laws and regulations and regulatory guidance governing the use of these funds, whether set forth herein or not, and any amendments or policy revisions thereto which shall become effective during the term of this Contract. It is **CONTRACTOR**'s responsibility to read, understand, and comply with these laws and regulations. In addition, **CONTRACTOR** shall abide by any and all other applicable federal, state, or local laws,

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rules, regulations, executive orders, and HUD guidance, notices, and policies governing the funds provided under this Contract, whether presently existing or hereafter promulgated. **CONTRACTOR** shall also comply with all other applicable federal, state or local laws, statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Kissimmee City Code.

2. **Uniform Administrative Requirements and Cost Principles. CONTRACTOR** shall comply with the uniform administrative requirements specified in 24 CFR §570.502 and §570.610. **CONTRACTOR** also agrees to comply with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in 2 CFR part 200 and adopted by HUD at 2 CFR part 2400, as modified by 24 CFR §570.502. **CONTRACTOR** also is required to ensure that any and all contractors/subcontractors providing services or otherwise performing pursuant to this Contract shall comply with 2 CFR part 200. Although 2 CFR part 200 addresses many requirements, some areas of regulation include, but are not limited to, standards for financial and program management, property and procurement standards, performance and financial monitoring and reporting, **CONTRACTOR** monitoring and management, record retention and access, remedies for noncompliance, FFATA, and closeout. **CONTRACTOR** is aware and acknowledges that 2 CFR part 200 and 2 CFR part 2400 are recent regulatory changes to the administrative requirements and HUD is in the process of developing guidance on their specific requirements. Although this may change the administrative requirements set forth herein, **CONTRACTOR** will comply with whatever guidance HUD requires. Costs incurred must be in conformance with 2 CFR part 200, subpart E. **CONTRACTOR** also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, maintain necessary source documentation for all costs incurred, and submit an indirect cost allocation plan in accordance with 2 CFR 200 subpart E, if such plan is required. **CONTRACTOR** also agrees to comply with the Program Requirements set forth in **Exhibit "F"** which is attached hereto and incorporated herein by this reference.

3. **Procurement/Subcontracting/Third Party Contracts.** It is anticipated that the work to be performed under this Contract will be performed by **CONTRACTOR** who is appropriately licensed. **CONTRACTOR** must follow all procurement rules and requirements in accordance with state and local requirements and with 2 CFR §200.318-§200.326, including the procurement of recovered materials (Resource Conservation and Recovery Act) in compliance with 2 CFR § 200.322 regarding the use of specific products made or used with recovered materials. **CONTRACTOR** must maintain oversight to ensure that all contractors, subcontractors or employees perform in accordance with the terms, conditions, and specifications of their contracts and the requirements of this Contract. **CONTRACTOR** also certifies by executing this Contract that it maintains written purchasing procedures in compliance with 2 CFR §200.317-200.326. **CONTRACTOR** must also have written standards of conduct covering conflicts of interest and governing the actions of its employees, officers, or agents

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engaged in the selection, award and administration of contracts supported by the grant funds. If **CONTRACTOR** has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, it must maintain written standards of conduct covering organizational conflicts of interest.

CONTRACTOR shall insure that any contracts let in the performance of this Contract shall be awarded on a full and open competition basis in accordance with applicable procurement requirements in 2 CFR § 200. If **CONTRACTOR** procures with quotes or bids, **CONTRACTOR** must secure at least three (3) quotes or sealed bids, as applicable, from qualified licensed contractors. **CONTRACTOR** shall incorporate in any and all bid documents and contracts with third parties these same procurement requirements and the provisions required in 2 CFR§ 200.326 and described in Appendix II to part 200 – Contract Provisions for non-federal Entity Contracts under Federal Awards. As applicable, these provisions include, but are not limited to provisions for violation or breach of contract terms; termination for cause and termination for convenience provisions; Equal Employment Opportunity requirements; Davis Bacon provisions; the Copeland "Anti-Kickback Act; Contract Work Hours and Safety Standards; Rights to Inventions Made under a contract or Contract; Clean Air Act and Federal Water Pollution Control Act; Debarment and Suspension; the Byrd Anti-Lobbying Amendment; procurement of recovered materials. **CONTRACTOR** shall not enter into any subcontract with any entity, agency or individual in the performance of this Contract without the written consent and approval of the **CITY**, prior to execution of the Contract or other contracts. **CONTRACTOR** agrees to furnish **CITY** with a copy of each third-party contract it enters into a Contract with for the performance of work to be undertaken within the scope of this Contract along with documentation concerning the selection process. If **CONTRACTOR** proceeds with obtaining quotes or bids, the lowest and most responsive bidder or lowest quote shall be recommended by **CONTRACTOR** to the **CITY** as the selected licensed contractor. **CONTRACTOR** will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in the monthly report. Upon completion of construction, the licensed **CONTRACTOR** shall file an executed notice of completion or termination and record it in the Osceola County Public Records. Copies of this notice and lien releases shall be filed with the **CITY**. **CITY** shall not be obligated or liable hereunder to any party **CONTRACTOR** enters into contracts with for completion of Project and performance of this Contract.

CONTRACTOR shall keep records demonstrating compliance with these regulations.

4. **Records to be Maintained. CONTRACTOR** shall maintain all records required by 2 CFR part 200, 24 CFR §570.506, and 24 CFR §570.502.

5. **Retention of Records.** All records must be accurate, complete and orderly. **CONTRACTOR** shall retain all accounting records, financial records, statistical records, supporting documents, source documentation and all records to support how

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funds were expended, and all other documents pertinent to the Project and this Contract in accordance with the retention requirements of 2 CFR §200.333 as modified by 24 CFR §570.502. These documents must be retained for a period of five (5) years from the date of submission of the final expenditure report or for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or **CITY** in the case of a **CONTRACTOR**. The retention period for individual activities shall be the longer of five (5) years after the expiration or termination of this Contract under §570.503, or five (5) years after the submission of the City's Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Contract are reported on for the final time. Records for individual activities subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505 must be maintained for as long as those provisions continue to apply to the activity; and records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the above, **CONTRACTOR** must also comply with 2 CFR §200.333, which generally states that **CONTRACTOR** may need to keep the records for longer if they fall into one of the following exceptions: if any records are the subject of any litigation, claim, or audit that started before the expiration of the five (5) year period, then such records must be kept until such litigation, claims, or audit findings have been resolved, completed, and final action taken; records for activities subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505 must be maintained for as long as those provisions continue to apply to the activity; if **CONTRACTOR** is notified by the **CITY**, HUD, its cognizant agency for audit, its oversight agency for audit, its cognizant agency for indirect costs, or the **CITY** to extend the retention period; records for program income after the period of performance; and indirect cost rate proposals and cost allocation plans. Additionally, **CONTRACTOR** must keep records documenting compliance with the equal access requirements of §5.106 for a period of 5 years.

6. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents.

7. **Inspection of Records.** At any time during normal business hours and as often as the **CITY**, HUD and/or the Comptroller General of the United States may deem necessary, the **CONTRACTOR** shall make available to the **CITY**, HUD and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this Contract, and will permit the **CITY**, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Contract.

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8. **Reports. CONTRACTOR** shall file reports in accordance with the Reporting Schedule attached as **Exhibit "G"**. **CONTRACTOR** shall e-mail the Housing and Community Development Program Manager with a monthly status report on the last day of each month as to the progress made on the Project; favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned; or any problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.

9. **Withholding Payments. CITY**'s obligation to reimburse **CONTRACTOR** is conditioned on **CONTRACTOR**'s full compliance with this Contract. A breach of this Contract is grounds for non-payment by the **CITY**.

10. **Closeout. CONTRACTOR** agrees to follow all of the closeout procedures required in 24 CFR§ 570.502 and 2 CFR §200.343.

SECTION 4: DISCRIMINATION

CONTRACTOR shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

A. Non-Discrimination: CONTRACTOR shall at all times comply with sections 104(b), 107, and 109 of the Housing and Community Development Act of 1974, as amended, and 42 U.S.C. §5309,et. seq., 24 CFR §570.602 and 24 CFR Part 6. In accordance with Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, natural origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. **CONTRACTOR** shall also comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) (Non-discrimination in Federally-assisted Programs) and implementing regulations in 24 CFR part 1, 24 CFR §570.601 and §570.602. Title VI provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. HUD's Title VI regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited. For example, **CONTRACTOR** must not based on race, color, or national origin deny any individual any facilities, services, financial aid, or other benefits; provide different housing or services or benefits than those provided others; subject a person to segregation or separate treatment in the receipt of facilities or services; restrict an individual's access to, or enjoyment of, any advantage or privilege enjoyed by others in connection with the facilities, services, financial aid or other benefits; use different admission or eligibility requirements for facilities, services, or other

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benefits; or select a housing site or location with the purpose or effect of excluding or denying benefits to persons in protected classes.

CONTRACTOR shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR part 146. The Age Discrimination Act provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

CONTRACTOR shall also not discriminate on the basis of handicap as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Section 504 provides that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited. **CONTRACTOR** must also take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public who are handicapped and furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of the funded activity (examples include qualified sign language, oral interpreters, readers, use of tapes, Braille materials, TTD). If **CONTRACTOR** communicates with applicants and beneficiaries by telephone, telecommunication devices for deaf persons (TDD's) or equally effective communication systems must be used. **CONTRACTOR** shall adopt and implement procedures to ensure that interested persons (including those with impaired visions and hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. For those who have visual or hearing impairments, methods for ensuring participation include, but are not limited to qualified sign language, oral interpreters, readers, use of typed and Braille materials HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records and documentation demonstrating compliance with these regulations.

B. Equal Employment Opportunity. CONTRACTOR shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity Programs), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause attached hereto as **Exhibit "H"**, and made a part hereof by this reference. Executive Order 11246 prohibits discrimination on the basis of race, color, religion, sex, or national origin in any

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phase of employment during the performance of the federally assisted construction contract in excess of $10,000. Any contracts or subcontracts entered into by **CONTRACTOR** or its subcontractors shall also require compliance with these regulations and will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity/Affirmative Action employer and attach this clause. **CONTRACTOR** shall keep records and documentation demonstrating compliance with these regulations.

C. Compliance with Davis-Bacon Act. **CONTRACTOR** shall comply with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Part 5, if applicable. Guidance on these regulations is attached hereto as **Exhibit "I"** and made a part hereof by this reference. A copy of the current Wage Decision, as amended from time to time, must be attached to any construction contract, subcontract, bid document, or other applicable documents. Any construction contracts and other applicable documents entered into by **CONTRACTOR** shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. **CONTRACTOR** shall include these federal labor standards provisions (HUD-4010 form) and a copy of the current prevailing Davis Bacon wage determination issued by the Department of Labor in each solicitation, construction contract, and other applicable documents and the award of the contract shall be conditioned upon the acceptance of the wage determination and these terms. **CONTRACTOR** shall ensure that a copy of the Wage Decision and a copy of the Department of Labor poster called "Notice to All Employees" (Form WH-1321) shall be posted at the jobsite in a place that is easily accessible to all of the construction workers employed on the Project. **CONTRACTOR** shall also require subcontractors to provide labor and payroll data. **CONTRACTOR** shall maintain documentation and records which demonstrate compliance with these regulations, including contract provisions and payroll records. Unless labor regulations require more frequent submission, such documentation shall be provided for review by the **CITY** on a weekly basis.

D. Copeland "Anti-Kickback" Act. **CONTRACTOR** shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by **CONTRACTOR** over $100,000 shall include a provision for compliance with these regulations. **CONTRACTOR** shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to the **CITY** for review on a weekly basis.

E. **Contract Work Hours and Safety Standards Act.** **CONTRACTOR** agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by **CONTRACTOR** over $100,000 shall include a provision for compliance with these regulations. **CONTRACTOR** shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to the **CITY** for review on a weekly basis.

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F. **Handicapped Accessibility Requirements. CONTRACTOR** shall design, construct, and rehabilitate the Project so that it is accessible to and useable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614, the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §12131) and its implementing regulations in 28 CFR Parts 35 and 36, Section 504 of the Rehabilitation Act of 1973 and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records demonstrating compliance with these regulations.

G. **Utilization of Minority/Women's Business Enterprises. CONTRACTOR** must take all necessary affirmative steps to ensure that minority business/women's business enterprises, and labor surplus area firms are used when possible, including for consideration for participation in all construction, supply or service contracts or in the performance of this Contract. Affirmative steps must include those items required in 2 CFR §200.321 which include: 1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; 3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) establishing delivery schedules where the requirement permits which encourage participation by small and minority businesses, and women's business enterprises; 5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and 6) requiring the **CONTRACTOR**, if subcontracts are to be let, to take the affirmative steps listed in 1-5.

CONTRACTOR shall also comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise).

Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records demonstrating compliance with this provision. **CONTRACTOR** shall keep records demonstrating compliance with this provision, including data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 012138, the amount of the contract or subcontract, and documentation of the affirmative steps **CONTRACTOR** has taken to assure that minority businesses and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.

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H. Political Activities. **CONTRACTOR** shall comply with 24 CFR §570.207(a)(3) regarding political activities. CDBG funds shall not be used for lobbying or political patronage activities. **CONTRACTOR** further agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), or 24 CFR §570.207(a)(3).

I. Anti-Lobbying Provision. **CONTRACTOR** shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. **CONTRACTOR** and any subcontractors who apply or bid for an award of $100,000 or more shall execute and comply with the "Certification Regarding Lobbying" attached hereto as **Exhibit "J"** and made a part hereof by this reference. **CONTRACTOR** shall execute the "Certification Regarding Lobbying" and a copy shall be kept in the files of each of the parties of this Contract.

J. Conflict of Interest. In the procurement of supplies, equipment, construction, and services, **CONTRACTOR** shall comply with the conflict of interest rules in 2 CFR §200.317 and §200.318. **CONTRACTOR** agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum these safeguards must ensure that no employee, officer or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in 2 CFR §200.318, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of **CONTRACTOR** must neither solicit nor accept gratuities, favors, or anything of monetary value from **CONTRACTOR**s or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. If **CONTRACTOR** has a parent, affiliate, or subsidiary organization, **CONTRACTOR** must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 2 CFR §200.317 and §200.318, **CONTRACTOR** shall comply with the conflict of interest provisions contained in 24 CFR §570.611. Such cases include the acquisition and disposition of real property and the provision of assistance by **CONTRACTOR** to individuals, businesses, and other private entities under eligible activities that authorize such assistance (i.e. rehabilitation). Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no “person” described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds, or who is in a position to participate in

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a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or Contract with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. The "persons" covered in 24 CFR §570.611(c) include employees, agents, consultants, officers, or elected officials or appointed officials of the recipient or of any designated public agencies, or of subcontractors that are receiving CDBG funds. **CONTRACTOR** shall also keep records supporting requests for waivers of conflicts.

CONTRACTOR will disclose in writing any potential conflicts of interest to the **CITY**. By executing this Contract, **CONTRACTOR** covenants and certifies that none of its employees, officers, or agents described in these regulations have any interest in this Contract or the Project being rehabilitated or any other interest which would conflict in any manner with this Contract or the performance of this Contract.

K. Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity. In accordance with 24 CFR §570.607, projects involving construction where federal funding exceeds $200,000 and any contract or subcontract exceeds $100,000, the **CONTRACTOR** shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and regulations at 24 CFR Part 135.

1. Section 3 requires that, to the greatest extent possible:
   a. Training and employment opportunities shall be made available to low-income residents of the metropolitan area in which the project is located; and
   b. Subcontracts shall be awarded to businesses owned by low- income residents or to businesses in which at least 30% of their permanent employees are low-income residents.

2. **CONTRACTOR** and subcontractors shall be required to provide to the **CITY** plans for complying with these provisions and reports on the extent to which they have met them.

3. The **CONTRACTOR** will include this Section 3 clause in every subcontract for work in connection with the project. The **CONTRACTOR** will not subcontract with any subcontractor where it has notice that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

CONTRACTOR shall provide quarterly reports and keep records demonstrating compliance with these regulations.

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L. Drug-Free Workplace. **CONTRACTOR** will provide a drug-free workplace. **CONTRACTOR** shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace, which adopts and supplements the government-wide implementation in 2 CFR part 182. **CONTRACTOR** shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "L"** and made a part hereof by this reference. **CONTRACTOR** shall ensure that the provisions of the clauses in **Exhibit "L"** are included in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000), so that the provisions will be binding upon each subcontractor or vendor. **CONTRACTOR** will complete this certification and a copy shall be kept in the files of each of the parties of this Contract.

M. Equal Access/Prohibition of Inquiries on Sexual Orientation or Gender Identity. As required in 24 CFR §5.105, a determination of eligibility for housing that is assisted by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or **CONTRACTOR** of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquires does not prohibit lawful inquires of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquires made for the purpose of determining the number of bedrooms to which a household may be entitled.

N. Resident Aliens. **CONTRACTOR** shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

O. Debarment and Suspension. **CONTRACTOR** shall comply with the debarment and suspension requirements set forth in 2 CFR §200.213 and 2 CFR part 180, which implement Executive Orders 12549 and 12689. **CONTRACTOR** shall also comply with 24 CFR §570.609, which requires compliance with 24 CFR Part 5 and 2 CFR part 2424, which adopts and supplements the government-wide implementation in 2 CFR part 180. These regulations prohibit **CONTRACTOR** from entering into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. In the event that **CONTRACTOR** has entered into a contract or subcontract with a debarred or suspended party, no funds will be provided as

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reimbursement for the work done by that debarred or suspended **CONTRACTOR** or subcontractor. **CONTRACTOR** shall keep copies of the debarment and suspension certifications required by 2 CFR Part 2424 and a copy of the sheet documenting that the federal debarment list was checked.

P. Build America, Buy America (BABA). CONTRACTOR and its subcontractors shall comply with the Build America, Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021 which establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. For purposes of this requirement, buildings and real property are considered infrastructure projects. Contractor may request a BABA waiver if (1) a waiver is in the public interest, (2) the types of iron, steel, manufactured products or construction materials are not produced in the United States in sufficient and reasonable available quantities or satisfactory quality, or (3) the application of the domestic content preference would increase the cost of the overall project by more than 25 percent.

SECTION 5: GENERAL TERMS AND CONDITIONS

1. **Florida Statutes, City Code, and Permits. CONTRACTOR** agrees to comply with all laws of the State of Florida and the Kissimmee City Code. In particular, **CONTRACTOR** and any of its employees shall comply with all licensing, registration, and other applicable regulations governing their ability to administer the services and do the work it provides, and all other applicable building and zoning laws and regulations and obtain all necessary permits for intended improvements or activities for the Project.

2. **PUBLIC RECORDS. CONTRACTOR** specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the **CONTRACTOR** shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:
    a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;
    b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
d. Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of **CONTRACTOR** upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.
e. If the **CONTRACTOR** has questions regarding the application of Chapter 119, Florida Statutes, to **CONTRACTOR**'s duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

3. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., **CONTRACTOR** and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a) **CONTRACTOR** shall require each of its subcontractors to provide **CONTRACTOR** with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. **CONTRACTOR** shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

`b) City, **CONTRACTOR**, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c) City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify **CONTRACTOR** and **CONTRACTOR** shall immediately terminate the contract with the subcontractor.

d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. **CONTRACTOR** acknowledges that upon termination of this Agreement by the City for a violation of this section by **CONTRACTOR**, **CONTRACTOR** may not be awarded a public contract for at least one (1) year. **CONTRACTOR** further acknowledges that **CONTRACTOR** is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

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e) *Subcontracts.* **CONTRACTOR** or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. **CONTRACTOR** shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

4. **SCRUTINIZED COMPANIES LIST.** By signing this Agreement, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725,Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 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.

5. **ANTITRUST VIOLATOR VENDOR LIST.** 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.

6. **DISCRIMINATORY VENDOR LIST.** 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.

7. **Contract between CITY and HUD. CONTRACTOR** agrees that it shall be bound by the standard terms and conditions used in the CDBG and CPF Contracts between the

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CITY and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Contract or subsequent to the execution of this Contract by the parties hereto.

8. **Registration. CONTRACTOR** agrees to maintain a current registration in the Federal System for Award Management ("SAM") database (http://www.sam.gov) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25. If **CONTRACTOR** is not currently registered, it must do so within ten (10) days of the date **CONTRACTOR** executes this Contract. A unique entity identifier is required for registration. **CONTRACTOR** must also comply with FFATA, which includes requirements on executive compensation, and implementing regulations in 2 CFR part 170, which includes requirements on reporting sub award and executive compensation information. **CONTRACTOR** shall complete and sign the Affidavit attached hereto as **Exhibit "M"** in conjunction with its execution of this Contract and provide any supporting documentation, if required.

9. **Mandatory disclosures – Violations of Federal criminal law. CONTRACTOR** must disclose to the **CITY** all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338, includes suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. §3321). By executing this Contract, **CONTRACTOR** warrants and certifies that no such violations of federal criminal law exist that could potentially affect this award.

SECTION 6: DISPUTES, DEFAULT AND TERMINATION

A. Disputes. In the event of dispute arising under this Contract, the **CONTRACTOR** shall notify the **CITY** promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the **CONTRACTOR** shall proceed with such work in compliance with the instructions of the **CITY**; such compliance shall not be a waiver of the **CONTRACTOR**'s rights to make a claim, provided they have notified **CITY** in writing as above stipulated.

B. Defaults and Remedies.

1. **Events of Default.** The following events shall constitute an Event of Default under this Contract:

    a) failure to comply with any of the rules, regulations or provisions referred to herein or governing CDBG awards, including, but not limited to, 24 CFR part 570, 2 CFR part 200, or such statutes, laws, regulations, executive orders,

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and HUD guidelines, HUD guidance, policies or directives as may become applicable at any time;

b) failure to comply with any of the terms contained in this Contract and such failure continues for a period of thirty (30) days following written notice thereof given by the **CITY**;

c) failure to fulfill in a timely and proper manner its obligations under this Contract;

d) ineffective or improper use of funds provided under this Contract;

e) submission by **CONTRACTOR** at any time of any material representation in any certification, report or communication the **CITY** that is determined by the **CITY** to be false, incomplete, misleading, or incorrect in any material manner;

f) failure to disclose to the **CITY**, upon demand, the name of all persons with whom **CONTRACTOR** has contracted or intends to contract with for the construction or management of any portion of the Project, including contracts for services and/or labor; or

g) if any other default occurs under any of the CDBG documents executed by **CONTRACTOR** in connection with this grant by the **CITY** (herein the "CDBG Documents") which is not elsewhere specifically addressed herein.

h) Notwithstanding any of the forgoing provisions to the contrary, if **CONTRACTOR** has failed to cure any default within (5) days prior to the expiration of any applicable cure period, the **CITY** may, at its sole option, cure such default, provided, however, that the **CITY** shall be under no duty or obligation to do so.

2. **Remedies for Non-compliance.** If **CONTRACTOR** commits an Event of Default or fails in any way to comply with Federal or state statutes, local laws or regulations, or the terms and conditions of this Contract, **CITY** may impose additional conditions as described in 2 CFR §200.207. If **CITY** determines that noncompliance cannot be remedied by imposing additional conditions, **CITY** may take one or more of the following actions, including but not limited to:

a) Temporarily withhold cash payment pending correction of the deficiency or more severe enforcement action by the **CITY**;

b) Disallow both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;

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c) Wholly or partly suspend or terminate the award;

d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and applicable regulations or recommend such proceedings be initiated by HUD;

e) Withhold further federal awards for the project or program; or

f) Take other remedies that may be legally available including, but not limited to litigation, declaratory judgment, specific performance, damages, injunctions, enforcement of the Declaration of Restrictive Covenant, termination of the Contract, or any other available remedies.

3. **Remedies/Suspension and Termination.** **CONTRACTOR** and **CITY** will comply with the noncompliance and termination provisions in 2 CFR part 200, subpart D. In addition to the remedies for non-compliance in 2 CFR §200.338, in accordance with 2 CFR §200.338 and .339, **CITY** may suspend or terminate this Contract in whole or in part if **CONTRACTOR** fails to comply with any terms and conditions of this Contract or upon the occurrence of any Event of Default or any other breach of this Contract. **CITY** can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Contract, the CDBG forms, under statutory law, equity or under common law. If **CITY** terminates this Contract, **CONTRACTOR** shall also forfeit to the **CITY** all unexpended monies awarded under the Contract. **CONTRACTOR** may also be required to refund all funds awarded by the **CITY** for any improper expenditures made by **CONTRACTOR** or its subcontractors and such refund shall be made no later than thirty (30) days after requested by the **CITY**.

   In accordance with 2 CFR §200.339, **CITY** can terminate the Contract with the consent of **CONTRACTOR** in which case **CONTRACTOR** and **CITY** must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

   In accordance with 2 CFR §200.339(a)(4), the Contract may also be terminated by **CONTRACTOR** or **CITY** with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if the **CITY** determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the **CITY** may terminate the award in its entirety.

   If this award is terminated or partially terminated, **CONTRACTOR** remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344.

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All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the **CITY** may have available to it.

4. **No Waiver.** Failure of the **CITY** to declare a default shall not constitute a waiver of any rights by the **CITY**. Furthermore, the waiver of any default by the **CITY** shall in no event be construed as a waiver of rights with respect to any other default, past or present.

SECTION 7: INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. **Independent Contractor**. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee, principal/agent or joint venture partner between **CITY** and **CONTRACTOR**. **CONTRACTOR** agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to federal income taxes and Social Security on the salary of and positions funded in whole or in part with CDBG funds.

2. **Insurance Coverage. CONTRACTOR**, at its sole expense, shall maintain in force at all times during performance under this Contract all appropriate policies of insurance hereinafter described and as required by 2 CFR part 200. All insurance policies shall be issued by a company or companies authorized to transact insurance business in the State of Florida. Each policy shall provide that the coverage shall be primary for losses arising out of **CONTRACTOR'**s performance of the Contract. **CITY**, its officers and employees, shall be named as additional insured on all policies of liability insurance. The **CITY** and/or its insurers shall not be required to contribute to any such loss. Proof of insurance shall be provided to **CITY** prior to execution of this Contract. Required coverage includes:

    2.1.1. *Commercial General Liability Insurance.* Commercial General Liability insurance with combined single limits of not less than One Million Dollars ($1,000,000.00) for bodily injury and property damage per person/per occurrence.

    2.1.2. *Automobile Liability Insurance*. Automobile Liability insurance shall be in the minimum amount of Five Hundred Thousand Dollars ($500,000.00) combined single limits for bodily injury and property damage per accident.

    2.1.3. *Worker's Compensation Insurance.* Worker's Compensation insurance in an amount and with sufficient coverage as required by Florida law.

    2.1.4. *Insurance Certificates.* **CONTRACTOR** shall provide **CITY** with Certificates of Insurance on all policies of insurance and renewals

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thereof in a form acceptable to City. **CONTRACTOR** shall notify **CITY** in writing at least thirty (30) days prior to the effective date of any reduction, cancellation or substantial change to any of its insurance policies.

3. **Indemnification. CONTRACTOR** shall defend, indemnify and hold harmless the **CITY** from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, of any kind and nature arising or growing out of or in any way connected with **CONTRACTOR**'s performance or non-performance of this Contract or because of or due to the existence of the Contract itself.
4.

SECTION 8: MISCELLANEOUS PROVISIONS

1. **Assignment. CONTRACTOR** shall not assign or transfer any interest in this Contract without the prior written consent of the **CITY**.

2. **No Grant of Vested Rights.** This Contract shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to property owned by **CONTRACTOR** or anyone it assists.

3. **Severability.** This Contract shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition, provision contained in this Contract is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained and all other parts shall nevertheless be in full force and effect.

4. **Entire Contract/Modification.** This Contract, together with all of the Exhibits, constitutes the entire Contract between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether written or verbal, are merged herein. This Contract may only be modified in writing, signed by both of the parties hereto.

5. **Notices.** Whenever by the terms of this Contract, notice is to be given to either party, such notice shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid to:

Desiree Matthews
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

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_____
_____
_____
_____

7. **Compliance with all Laws.** Notwithstanding anything herein to the contrary, the Project shall be operated consistent with all applicable federal, state and local laws and regulations.

(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals as set forth below.

XXXXXXXX

By:_____
Signature

Title: _____

State of Florida
County of Osceola

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by means of ☐ physical presence or ☐ online notarization, by _____ as _____ for _____, a Florida for-profit corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

CITY OF KISSIMMEE

By:_____
Mayor

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Attest:_____
CITY Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
CITY Attorney

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EXHIBIT "A"

REQUIRED CONTRACTOR INFORMATION

1. Contractor name (which must match the name associated with its unique entity identifier): _____
2. Contractor's unique entity identifier : _____
3. Federal Award Identification Number (FAIN): _____
4. Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency: _____
5. Subaward Period of Performance Start Date and End Date: XXXXXX to _____
6. Amount of Federal Funds Obligated by this action by the pass-through entity to the CONTRACTOR: $XXXXXX
7. Total Amount of Federal Funds obligated to CONTRACTOR by the pass-through entity including the current obligation: $
8. Total Amount of the Federal Award committed to the CONTRACTOR by the pass-through entity: $XXXXXX
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding Official of the Pass-through entity: U.S. Department of Housing and Urban Development; City of Kissimmee; Frances De Jesus; 101 Church Street, Kissimmee, FL 34741; 407-518-2156.
11. CPF Number _____; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at the time of disbursement: 14.218, Community Development Block Grants/Entitlement Grants
12. Identification of whether the award is R&D: N/A
13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs): N/A

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EXHIBIT "B"

SCOPE OF WORK

1. This project is Federally Funded. Applicable federal regulations, such as CDBG Program requirements set forth in 24 CFR 570, subpart K, and the Code of Federal Regulations in 2 CFR Part 200, may apply. The City purchased the former Super 8 hotel, now known as the Haven on Vine project, to convert into a combined use of emergency housing and affordable apartment units.

2. The property is located at 1815 W. Vine Street in Kissimmee. It will have 40 emergency housing units and 80 apartment units available to qualifying applicants in need.

3. The development will consist of emergency beds, studio apartments, and two-bedroom apartments, providing housing for low- and moderate-income residents.

4. The project's primary funding sources are the American Rescue Funds, the County, City, HOME Investment Partnerships American Rescue Plan, and the Community Development Block Grant.

5. The construction will include all site work, utilities, and renovation/construction of buildings required to provide fully functional facilities.

6. The project is divided into two major phases: Phases 1A and 1B (the Main Building with 43 studio units and 40 (2) bedroom apartments) and Phases 2A and 2B (the Annex Building with 40 studio units and an office building).

Phase 1A – 43-Efficiency Studio Apartment Units:

a) Renovate the 43-room hotel into 43-efficiency apartments with two accessible units.
b) Renovate the common area into an upgraded meeting room, construct new restrooms, and replace PTAC units.
c) Exterior facade upgrades.
d) Upgrade electrical service to have separate electrical panels in each unit.
e) Remove all cast iron drain piping and replace with PVC piping.
f) Remove all copper water piping and replace it with PVC piping.
g) Replace existing plumbing fixtures per plans.
h) Fire sprinkler design is to be provided by others.

Phase 1B – Ten Fourplex Apartment Building Renovation:

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a) The Update the exterior/facade of each of the ten fourplexes per approved plans.
b) Roof Replacement (10 Buildings)

Phase 2A – 40-Efficiency Studio Apartment Units:

a) Renovate the 40-room hotel into 40-efficiency apartments with two accessible units.
b) Renovate the existing commercial laundry into tenant laundry.
c) Exterior facade upgrades.
d) Upgrade electrical service to have separate electrical panels in each unit.
e) Remove all cast iron drain piping and replace with PVC piping.
f) Remove all copper water piping and replace it with PVC piping.
g) Replace existing plumbing fixtures per plans.
h) Fire sprinkler design is to be provided by others.

Phase 2B – Office Building Renovation:

a) The renovation of an existing storage building into an office and administration building in Phase 2B

Attachment A: Local Vendor Affidavit of Eligibility

Attachment B: Understanding of RFP Procedures, Terms, and Conditions

Attachment C: Reference

Attachment D: Phase 1A – 43-Efficiency Studio Apartment Units

Attachment E: Phase 1A – Energy Cals

Attachment F: Phase 1B – Ten Fourplex Apartment Building Renovation

Attachment G: Phase 2A – 40-Efficiency Studio Apartment Units

Attachment H: Phase 2A – Energy Conservation Checklist-2A-022025-Signed

Attachment I: Phase 2B – Office Building Renovation

Attachment J: Phase 2B – Energy Conservation Checklist-2B-022025-Signed

Attachment K: Specifications

Attachment L: Wage Decision

Attachment M: Project Location

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EXHIBIT “C”

BUDGET

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EXHIBIT "D"

CHANGE ORDER #_____

CONTRACTOR NAME	

The Contract for Work entered into on _____, 2025 by and between the above Contractor and the City, is hereby amended to include the following changes, additions and/or deletions to the work:

ITEM	DESCRIPTION OF WORK TO BE CHANGED	AMOUNT
1.		
2.		
3.		
	TOTAL CHANGE ORDER AMOUNT	

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by $_____for a new total of $_____.

The work completion deadline is_____.

The deadline is: ☐ extended to _____. ☐ not extended

_____

Contractor Signature Date

The scope of work proposed on this Change order is approved; payment shall NOT be responsibility under this Contract.

_____

HCD Program Manager Date

The scope of work proposed on this Change order is approved; payment shall be responsibility under this Contract.

_____

HCD Program Manager Date

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EXHIBIT "E"
REQUEST FOR PAYMENT

Contractor:	
Billing Address:	
City/State/Zip:	
Program/Project Name:	
Invoice #	Month/Year:
Preparer's Name:	Phone:

Approved CDBG Budget	$
CDBG Disbursements To Date	$
Available CDBG Balance	$

This Request:

Budget Line Item:	AMOUNT BEING REQUESTED FOR CDBG REIMBURSEMENT:
Total Request:	

Description of reimbursement activity(ies) including time period activities were executed.

_____

_____

_____

By signing this report, I certify to the best of my knowledge and belief that the request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

_____

Print – Name of Executive Director or Board President Date

_____

Signature - Executive Director or Board President Signature Date

_____

SECTION BELOW TO BE COMPLETED BY CITY OF KISSIMMEE

I certify that all grant requirements for this payment have been met and request reimbursement.

_____

Housing and Community Development Manager Signature Date

_____

APPROVAL INFORMATION

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EXHIBIT "F"

CDBG Program Requirements

CONTRACTOR, in addition to the terms set forth in the Contract, shall operate the Project and its financial activities in accordance with 2 CFR part 200, subpart D and subpart E, which includes but is not limited to, the following:

In accordance with 2 CFR §200.302 and .303, **CONTRACTOR**'s financial management system must provide for the following: identification of awards, financial reporting, accounting records (source docs), internal control, budget control, written cash management procedures, and written allowability procedures. A brief summary of what is required is as follows:

a. Identification- As described in 2 CFR §200.302, identification, in its accounts, of all federal awards received and expended and the federal programs under which they were received. Federal program and federal award identification must include, as applicable, the CFDA title and number, federal (HUD) award identification number, fiscal year of award, name of the federal agency (i.e. HUD as the awarding agency), and name of the pass-through entity. All CDBG funds received by the **CONTRACTOR** from the City under the CDBG program shall be kept in accounts separate and apart from all other funds and accounts of **CONTRACTOR**.

b. Financial reporting – As described in 2 CFR §200.302, accurate, current, and compete disclosure of the financial results of each Federal award or program in accordance with §200.327 and §200.328.

c. Internal controls – As described in 2 CFR §200.302, **CONTRACTOR** shall establish and maintain effective control over, and accountability for, all funds, property, and other assets. **CONTRACTOR** must adequately safeguard all assets and assure that they are used solely for authorized purposes. As described in 2 CFR §200.303, **CONTRACTOR** must establish and maintain effective internal control over the U.S. Department of Housing and Urban Development (HUD) – Community Development Block Grant (CDBG) funds and assets that provides reasonable assurance that **CONTRACTOR** is managing the federal award in compliance with the federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller

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General of the United States (known as the "Green Book") or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). **CONTRACTOR** must also take reasonable measures to safeguard protected personally identifiable information and other information HUD or the City designates as sensitive or is sensitive under applicable federal, state, or local laws regarding privacy and obligations of confidentiality. Records must also be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the City's Housing and Community Development Division staff, the Inspector General, and HUD officials and others who may be authorized to examine such records. **CONTRACTOR** must also have an organization chart that sets forth the actual lines of responsibility for HUD awards. Also, duties and responsibilities must be segregated, so that no one individual has complete authority over a financial transaction.

d. Accounting records - **CONTRACTOR**'s accounting records must adequately identify the source and application of funds for the CDBG funded activity. These records must be supported by source documentation and contain information pertaining to federal awards, authorizations, obligations, unobligated balances, assets and liabilities, expenditures, program income and interest. **CONTRACTOR** shall establish and maintain separate accounting records for the activities of this Project with sufficient documentation to identify the associated expenditures.

Accounting systems and related records of **CONTRACTOR** shall comprise the following at a minimum:

1. Voucher system – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
2. Books of Original Entry – a Chart of accounts (list of names and numbering system for the individual accounts), Cash receipts journal, cash disbursements journal, general ledger, payroll journal.
3. Personnel Records – A separate personnel file shall be maintained for each CDBG project employee paid with CDBG funds. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
4. Personnel Activity Reports – "Personnel Activity Reports" shall be maintained for all personnel paid with CDBG funds that are involved in operating a CDBG funded program. All personnel

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activity reports must be signed by the employee and the employee's supervisor. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of leave taken (annual, sick or other), shall be disclosed. For any position that is fully or partially paid for by CDBG funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.

5. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. All personnel activity reports must be signed by the employee and the employee's supervisor. Such records shall disclose each employee's name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the Budget submitted to the City's Housing and Community Development Department. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources will be supported by appropriate time distribution records. Actual time distribution records shall be available for review by the Housing and Community Development Department at monitoring visits.

6. Checking Accounts – A monthly bank reconciliation shall be conducted by **CONTRACTOR**. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

7. Purchasing Practices – Purchasing practices shall be in accordance with 2 CFR part 200. **CONTRACTOR** must provide documentation indicating how all vendors, subcontractors, minority and/or women owned businesses are given an opportunity to participate in compliance with 2 CFR §200.321.

8. Inventories – **CONTRACTOR**, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

9. Property Records – **CONTRACTOR** is required to maintain formal subsidiary records to control all CDBG program project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year. Reports must be submitted annually on the status of any real property assisted with CDBG funds in the format requested by the City.

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10. Budget Control – **CONTRACTOR** shall have a comparison of expenditures with budget amounts for each federal (HUD) award. The **CONTRACTOR** should maintain records in an orderly manner, with separate identification for different Federal fiscal periods.

11. Written Cash Management Procedures – **CONTRACTOR** must maintain written procedures to implement the requirements of §200.305 (Payment).

12. Written Allowability Procedures – **CONTRACTOR** must maintain written procedures for determining the allowability of costs in accordance with Subpart E (Cost Principles in 2 CFR 200) and the terms and conditions of the federal award. In accordance with 2 CFR §200.403, all costs must be necessary, reasonable, and allocable; conform with federal law and the grant terms; consistent with state and local policies; consistently treated (federal and non-federal); in accordance with Generally Accepted Accounting Principles; not included as match for other federal programs, and adequately documented.

e. Comparison of expenditures with budget amounts for each federal award.

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EXHIBIT "G"

Payment Requests and Reporting Requirements

A. **CONTRACTOR** shall submit all reports to the City of Kissimmee, Housing and Community Development Division as described in this Agreement.

B. **CONTRACTOR** shall provide the submit monthly reports to the City.

C. Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, **CONTRACTOR** shall inform the **CITY** as soon as the following types of conditions become known:

1. Problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.

2. Favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

D. Expenses incurred by **CONTRACTOR** will not be processed for reimbursement by the Housing and Community Development Program Manager if such expenses cannot be documented by paid receipts, invoices or other appropriate documentation and information. Furthermore, all invoices submitted electronically will not be reimbursable by the City if such expenditures were not expended directly for the rehabilitation costs, as applicable, to benefit low- and moderate-income persons in accordance with this Contract.

E. Provided that the invoices are complete and undisputed, the Housing and Community Development Program Manager will process reimbursement of approved invoices within thirty (30) days of receipt of such requests and will use its best efforts to reimburse **CONTRACTOR** within fifteen (15) days of receipt of such requests.

F. As applicable, the monthly invoice shall include:
   a. CDBG and/or CPF costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and proof of payment.
   b. Brief description of activities or services undertaken during the month for which reimbursements are being requested.
   c. Total cost of services.
   d. If applicable, if outside subcontractors have done the work, submit

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the paid invoices for reimbursement. These should include an itemization of the work done, the total cost for labor and materials, the number of hours on the job, and the rate per hour agreed to on the project.

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EXHIBIT “H"

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTORS AND THEIR CONTRACTORS AND SUBCONTRACTORS STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE CONSTRUCTION OVER $10,000

A. Equal Opportunity Clause:

CONTRACTOR agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulation of the Secretary of Labor 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee or undertaken pursuant to any Federal Program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the **CONTRACTOR** agrees as follows:

1. The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The **CONTRACTOR** will, in all solicitations or advertisements for employees placed by on or behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The **CONTRACTOR** will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint

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or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the **CONTRACTOR** 's legal duty to furnish information.

4. The **CONTRACTOR** will send to each labor union or representative of workers with which the **CONTRACTOR** has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the **CONTRACTOR**'s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The **CONTRACTOR** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The **CONTRACTOR** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the **CONTRACTOR**'s noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the **CONTRACTOR** may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The **CONTRACTOR** will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The **CONTRACTOR** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a **CONTRACTOR** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the **CONTRACTOR** may request the United States to enter into such litigation to protect the interests of the United States.

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9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of **CONTRACTOR**s and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a **CONTRACTOR** debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon **CONTRACTOR**s and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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EXHIBIT "I"

FEDERAL LABOR STANDARDS PROVISIONS

(Insert)

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Davis Bacon Act WD#FL20210181

(Insert)

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Payroll Log

(Insert)

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EXHIBIT "J"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, and cooperative Contracts) and that **CONTRACTOR** shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(
CORPORATE SEAL)

By: _____

Date: _____

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EXHIBIT "K"

SECTION 3 ECONOMIC OPPORTUNITY

SECTION 3 CLAUSE

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development ("HUD") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u. The purpose of section 3 is to ensure that to the greatest extent feasible, opportunities for training and employment be given to low income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder as evidenced by the execution of this contract. The parties to this contract certify and agree that they are under no contractual Contract or other disability which would prevent them from complying with these requirements.

C. **CONTRACTOR** will send to each labor organization or representative of workers with which it has a collective bargaining Contract or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each, the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.

D. **CONTRACTOR** will include this Section 3 Clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that **CONTRACTOR** is in violation of the regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. **CONTRACTOR** will not subcontract with any agency where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the agency has first provided it with a preliminary statement of ability to comply with the requirements

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of these regulations.

E. **CONTRACTOR** will certify that any vacant employment positions, including training positions, that are filled (1) after the **CONTRACTOR** is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 25 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the **CONTRACTOR'**s obligations under 24 CFR Part 135.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its **CONTRACTOR**s, and its successors, and assigns to those sanctions specified by the CDBG Program Contract or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135, which include termination of this Contract for default and debarment and suspension from future HUD-assisted contracts.

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EXHIBIT "L"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the City of Kissimmee and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that **CONTRACTOR** knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the **CONTRACTOR** and/or the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. **CONTRACTOR** will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. **CONTRACTOR** certifies that it will provide a drug-free workplace by:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in **CONTRACTOR**'s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   B. Establishing an ongoing drug-free awareness program to inform employees about:

      1. the dangers of drug abuse in the workplace;
      2. **CONTRACTOR**'s policy of maintaining a drug-free workplace;
      3. any available drug counseling, rehabilitation, and employee assistance programs; and
      4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   C. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (A);

   D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment, the employee will:

1. Abide by the terms of the statement; and
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

E. Notify the City of Kissimmee and/or the U.S. Department of Housing and Urban Development in writing within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. **CONTRACTOR** shall insert in the space provided on the attached “Place of Performance” form the site(s) for the performance of work to be carried out with the grant funds (including street address, City, county, state, zip code and total estimated number of employees). **CONTRACTOR** further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City of Kissimmee and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised “Place of Performance” form.

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of CONTRACTOR: XXXXXXX

Program Name: _____

Grant : Community Development Block Grant

Date:

The CONTRACTOR shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

Place of Performance (include street address, City, county, state, zip code for each site):

_____
_____
_____
_____

Check_____if there are work places on file that are not identified here.

XXXXXXX
(Corporate Seal)

By: _____

Date: _____

`

DRAFT

EXHIBIT "M"

AFFIDAVIT
Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I,_____(print name), hereby swear or affirm that: I read and

understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(*please check one of the following)*

_____ I attest that_____(agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity.

_____ I attest that_____(agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity.

*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Signature:

_____

(Printed Name of President/Executive Director/Board Chair)

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by means of ☐ physical presence or ☐ online notarization, by _as _for _____, a Florida business organization, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____

My Commission Expires:

_____

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ITEM 7.O
Lease Agreement with Motorola Solutions, Inc. for Public Safety Portable Radios and Related Services

Request

Approval of a lease and purchase agreement to acquire 235 portable radios, accessories, and backend services for the Police Department (Contract # 20250301).

Explanation

The City Commission has made it a priority to continue investing in resources that support public safety and provide the necessary infrastructure to deliver high-quality service to residents and maintain reliable communications to keep first responders safe.

As existing hardware and radio technology owned by the City begin to age, the City has identified the Motorola APX Next as the next generation of communication devices that can help support the City's public safety efforts within the police department for years to come. These state-of-the-art radios will now provide users the ability to travel anywhere inside, or outside of Osceola County, and retain full communication capabilities, increase interoperable communications with agencies at any level of the the government by offering all-band capabilities, and provide real-time GPS of each first responder that will enhance safety and situational awareness for daily operations.

Motorola Solutions, Inc. has agreed to allow the City to enter into a lease-to-own agreement for 235 device packages over a seven-year period. The agreement would cover the cost of the hardware, accessories, extended warranty, and all related back-end services necessary for the features to function correctly. Motorola Solutions, Inc. has also agreed to defer all lease payments for 18 months, with the first payment due in January 2027.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10400383 383000 10490706 506494		Increase Decrease	$3,695,083.60 $3,695,083.60	

Financial Summary:

Funding for this expenditure will be included in the Sales Tax Fund.

Recommendation

Approval of a lease with Motorola Solutions, Inc. for the lease-to-purchase 235 portable radios, accessories, extended warranty, and associated services totaling $3,695,083.60.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: City Manager
Presenter:

Attachment(s):
1. (S) Lease Purchase Agreement
2. Lease Information & Payment Schedule

May 29, 2025

CITY OF KISSIMMEE
101 N. Church Street
Kissimmee FL 34741

RE: Municipal Lease #25691

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the solution to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25691 are valid for contracts that are executed and returned to Motorola on or before June 23, 2025 After 6/23/25, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 West Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address _____

_____

E-mail Address: _____

Attention: _____

Phone: _____

2. Lessee County Location: _____

3. Federal Tax I.D. Number _____

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing:_____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

_____

_____

_____

Phone: _____

Fax: _____

7. Payment remit to address**:**

Motorola Solutions Credit Company LLC
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25691

LESSEE:

CITY OF KISSIMMEE
101 N. Church Street
Kissimmee FL 34741

LESSOR:

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto (*"Equipment"*) in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement (*"Lease"*).

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on the Commencement Date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto (*"Lease Term"*).

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee will seek funding each year as a part of its budget process. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

Lessee's obligation to make Lease Payments and to pay any other amounts payable under this Lease constitutes a current obligation payable only to the extent permitted by law and exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged and will not pledge its full faith and credit or its taxing power to pay any Lease Payments or any other amounts under this Lease. Neither Lessor nor any Assignee (described below) may compel the levy of any ad valorem taxes by Lessee to pay Lease Payments or any other amounts under this Lease.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the *"Contract"*) covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee (*"Assignee"*). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS." LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Lease. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the *"Code"*); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part,

and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be subject to the limitations set forth in Sections 2 and 5 hereof.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT. During the Lease Term, title to the Equipment will vest in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay the Lease Payments, this Lease shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor

determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assignee as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assignee as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; *provided, however,* that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time

promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

17.1. RETURN OF THE EQUIPMENT. In the event that Lessee determines to return the Equipment to Lessor or its Assignee pursuant to Section 5 or 17 hereof, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Lessor shall specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it

was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of such repair, restoration and return.

There is no intent to create under any provision of this Lease a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and *provided* that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment Dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested or sent electronically via email, to the other party at its address set forth herein or at such address as the party may provide in writing or electronically from time to time. If mailed, any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee and Lessor hereby waive any provision of law that prohibits or renders unenforceable any provision of this Lease in any respect.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 25th day of June, 2025

LESSEE:
CITY OF KISSIMMEE

By:_____

Name:_____

Title: _____

LESSOR:
MOTOROLA SOLUTIONS, INC.

By:_____

Name: Uygar Gazioglu

Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of CITY OF KISSIMMEE**,** an entity duly organized and existing under the laws of the **State of Florida** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number25691 between CITY OF KISSIMMEE and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds $1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate his _____ day of June 2025.

By: _____
(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 25691 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

_____

Attorney for CITY OF KISSIMMEE

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A Lease Number: 25691

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25691** ("Lease"), between Lessor and CITY OF KISSIMMEE, Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	**DESCRIPTION (Manufacturer, Model, and Serial Nos.)**
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 90 Months **Commencement Date:** **July 1 2025**
First Payment Due Date: **January 1, 2027**

7 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Kissimmee (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 4.610%

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Lease	7/1/2025	$ 2,420,845.87	1		
2	Lease Payment	1/1/2027	$ 422,195.27	7	Annual	1/1/2033

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	7/1/2025				$ 2,420,845.87
1	1/1/2027	$ 422,195.27	$ 171,271.07	$ 250,924.20	$ 2,169,921.67
2	1/1/2028	$ 422,195.27	$ 100,033.39	$ 322,161.88	$ 1,847,759.79
3	1/1/2029	$ 422,195.27	$ 85,181.73	$ 337,013.54	$ 1,510,746.25
4	1/1/2030	$ 422,195.27	$ 69,645.40	$ 352,549.87	$ 1,158,196.38
5	1/1/2031	$ 422,195.27	$ 53,392.85	$ 368,802.42	$ 789,393.96
6	1/1/2032	$ 422,195.27	$ 36,391.06	$ 385,804.21	$ 403,589.75
7	1/1/2033	$ 422,195.27	$ 18,605.52	$ 403,589.75	$ -
Grand Totals		$ 2,955,366.89	$ 534,521.02	$ 2,420,845.87	

INITIAL INSURANCE REQUIREMENT: $2,420,845.87

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25691** to that Equipment Lease Purchase Agreement number **25691** will be maintained by CITY OF KISSIMMEE as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

_____
Name of insurance provider

_____
Address of insurance provider

_____
City, State and Zip Code

_____
Phone number of local insurance provider

_____
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25691** , Lessee hereby certifies that following coverage are or will be in full force and effect:

Type	**Amount**	**Effective Date**	**Expiration Date**	**Policy Number**
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:
Description: All Equipment listed on Schedule A number 25691 to that Equipment Lease Purchase Agreement number25691. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25691 and list any deductibles

Certificate Holder:
MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of CITY OF KISSIMMEE**?**

3. Does the equipment replace existing equipment?

   If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

   If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.
Equipment Lease Purchase Agreement No.: 25691 Lease Schedule A No. : 25691

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A#25691. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF KISSIMMEE

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease 25691) held on (Insert Date) June _____, 2025, the following resolution was introduced and adopted.
BE IT RESOLVED by the Governing Board of Lessee as follows:

Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CITY OF KISSIMMEE (Lessee) and Motorola Solutions, Inc. (Lessor).

1. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby desigates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

2. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▸ **Under Internal Revenue Code section 149(e)**
▸ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▸ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▸

1 Issuer's name
CITY OF KISSIMMEE

2 Issuer's employer identification number (EIN)

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address)
101 N. Church Street

Room/suite

5 Report number *(For IRS Use Only)*
3

6 City, town, or post office, state, and ZIP code
Kissimmee FL 34741

7/1/25

8 Name of issue
Equipment Lease-Purchase Agreement 25691

9 CUSIP number None

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)

10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	2,420,845.87
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▸	18	
19a	If bonds are TANs or RANs, check only box 19a ▸ ☐		
b	If bonds are BANs, check only box 19b ▸ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▸ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	1/1/33	2,420,845.87	na	7.5 years	4.61 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount na

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.N/A

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▸	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▸	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▸	
34	Enter the date(s) the refunded bonds were issued ▸ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▸ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▸ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▸ ☐ and enter the following information:

b Enter the date of the master pool bond ▸ (MM/DD/YYYY) _____

c Enter the EIN of the issuer of the master pool bond ▸ _____

d Enter the name of the issuer of the master pool bond ▸ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▸ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▸ ☐

41a If the issuer has identified a hedge, check here ▸ ☐ and enter the following information:

b Name of hedge provider ▸ _____

c Type of hedge ▸ _____

d Term of hedge ▸ _____

42 If the issuer has superintegrated the hedge, check box ▸ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▸ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▸ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▸ ☐ and enter the amount of reimbursement ▸ _____

b Enter the date the official intent was adopted ▸ (MM/DD/YYYY)

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature and Consent Signature of Authorized Representative Date _____ Title _____

Paid Preparer				☐	
Signature					

City of Kissimmee
Deputy City Manager
101 North Church Street, Suite 500
Kissimmee, FL 334741
6-10-2025

To: Motorola Solutions, Inc.("Motorola")
500 W. Monroe St.
Chicago, IL 60661

Re: _APX Next Radio Purchase_____

Contract Name / Number: _ State of Florida Contract No. - 43190000-22-NASPO-ACS-1 and NASPO 00318_____

Motorola Lease #:: __25691 _____

Proposal / Quote Ref & (required): __APX Next quote dated 6-10-2025_____

This Notice to Proceed (NTP) serves as authorization for Motorola Solutions to place an order and invoice for the communication equipment and services as referenced on the Proposal / Quote for the purchase price of $3,160,562.55 The Purchase will be paid with the disbursements from Motorola Lease Purchase Agreement in the amount of $2,420,845.87. The balance of $739,716.69 will be paid, as invoiced, annually. The terms and conditions of the above referenced master contract and Motorola Lease Financing agreement will guide this purchase.

The payments for this purchase (lease payments and annual services) will be as follows (amortization table for lease is within the lease 25691 document:

Payment Schedule								
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total
Lease Payment (includes Interest)	$ 422,195.27	$ 422,195.27	$ 422,195.27	$ 422,195.27	$ 422,195.27	$ 422,195.27	$ 422,195.27	$ 2,955,366.89
Public Safety Applications (Years 2-7)	Included in Lease	$ 91,484.91	$ 91,484.91	$ 91,484.91	$ 91,484.91	$ 91,484.91	$ 91,484.91	$ 548,909.44
DMS & Essential Coverage with Accidental Damage (Years 2-7)	Included in Lease	$ 31,801.21	$ 31,801.21	$ 31,801.21	$ 31,801.21	$ 31,801.21	$ 31,801.21	$ 190,807.24
Combined Total	**$ 422,195.27**	**$ 545,481.39**	**$ 545,481.39**	**$ 545,481.39**	**$ 545,481.39**	**$ 545,481.39**	**$ 545,481.39**	**$ 3,695,083.61**

Title and Risk of Loss to Equipment shall pass to Customer upon shipment from Motorola. Unless otherwise agreed by the parties in writing, shipment will be made in a manner determined by Motorola. This NTP will take precedence with respect to conflicting or ambiguous terms.

Customer affirms they have signatory authority to execute this contract. The contract price is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

Unless otherwise agreed upon in writing, invoices will be billed based on equipment shipped, services rendered, and standard payment terms and milestones. Once billed, invoices shall be sent and emailed to the Customer at the following address:
City of Kissimmee

Procurement Division, 4th Floor
101 North Church Street
Kissimmee, FL 334741

Invoices should reference[Please indicate if there are any specific reference required on Motorola Invoice]:

The Equipment will be shipped to the Customer at the following address:
City of Kissimmee
City Manager
101 North Church Street, Suite 500
Kissimmee, FL 334741

The ultimate destination address (if different from the ship to above) where the Equipment will be delivered to Customer is:
City of Kissimmee
City Manager
101 North Church Street, Suite 500
Kissimmee, FL 334741

Customer may change shipment information by giving written or electronic notice to Motorola.

If you have any questions regarding this order, please feel free to contact Austin Blake at 321-624-5868.

Sincerely yours,

By: _____
[Insert Name]
[Insert Title]

ITEM 7.P
Ground and Build to Suit Lease Agreement with Cirrus Design Corp. at Kissimmee Gateway Airport

Request

Approve Ground and Build to Suit Agreement with Cirrus Design Corp. d/b/a Cirrus to exercise the expansion of facilities and operations at the Kissimmee Gateway Airport, contingent upon finalization of contract exhibits (contract #20240145). Staff also requests that the Commission designate the City Manager the authority to execute the final agreement, upon approval by Cirrus and finalization of the contract exhibits.

Explanation

In 2021, Cirrus Design Corp. d/b/a Cirrus Aircraft entered a Ground Lease with the City for 1.30 acres of property located at Kissimmee Gateway Airport for a hangar with the option to expand facility operations on an additional 8 acres. In December 2023, through a Letter of Agreement, Cirrus requested, and the City approved, the exercise of the Option Agreement for the Phase II Ground Lease to expand the facilities, including the construction of a building and other improvements, as the company has exceeded operational expectations and requires additional space.

The Phase II Ground Lease Agreement term is forty (40) years with an option to renew for an additional ten (10) years. A ground rental of $94,000 per year will be paid to the Airport, and building rent will be paid to the City for the construction loan within fifteen (15) years. The agreement is considered a Net Lease, with all costs, including maintenance, taxes, insurance, and other expenses, to be paid by Cirrus.

The City has obtained FDOT funding to assist with site preparation and secured a loan to construct approximately 66,000 square feet of aircraft maintenance and storage hangars, customer service areas, and office space, enhancing Cirrus' operations and supporting approximately 100 jobs. The construction loan for the project will be brought to the Commission for consideration and approval prior to final execution of the lease.

To avoid additional delay, the City Manager is requesting authority to execute the Lease once the corresponding exhibits regarding site plans, building plans, and timeline are finalized. Any material changes proposed to the draft lease, will be brought back to the City Commission for approval prior to execution.

Recommendation

Approval of the Ground and Build to Suit Draft Agreement with Cirrus Design Corp. d/b/a Cirrus to exercise the expansion of facilities and operations at the Kissimmee Gateway Airport, and designate the City Manager the authority to execute the final agreement, upon approval by Cirrus and finalization of the contract exhibits.

<u>REQUESTED CITY COMMISSION ACTION:</u>

Approve

Department: Airport
Presenter:

Attachment(s):
City of Kissimmee

1. Cirrus Lease _KISM 6.12.25
2. Exhibit A - Sketch of Legal Description 8 acres parcel

KISSIMMEE GATEWAY AIRPORT
PHASE II GROUND AND BUILD TO SUIT
LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement" or "Lease") is made as of the Effective Date (as defined below) by and between the CITY OF KISSIMMEE, a municipal corporation existing under the laws of the State of Florida ("Lessor" or "City"), and CIRRUS DESIGN CORP. d/b/a CIRRUS, a Wisconsin corporation ("Lessee" or "Cirrus"). City and Lessee are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, City is the owner of certain real property and improvements to real property located at 4134 Aviation Drive, Kissimmee, Florida 34741, commonly known as the Kissimmee Gateway Airport, a municipal airport of the City of Kissimmee, Florida (the "Airport"); and

WHEREAS, on or about September 14, 2021, Lessor and Lessee entered into a Ground Lease Agreement located at 4134 Aviation Drive for 56,657 square feet (1.30 acres) for an airport hangar and all improvements related to the use and operation thereof; and

WHEREAS, on or about September 14, 2021, Lessor granted to Lessee an option to lease certain additional real property at the Airport consisting of approximately 8 acres (the "Phase II Land") pursuant to that certain Option Agreement between Lessor and Lessee (the "Option Agreement") pursuant to a ground lease attached to the Option Agreement (the "Phase II Lease").

WHEREAS, on or about December 19, 2023, Lessor and Lessee entered into a Letter of Agreement outlining certain terms to be incorporated into the Phase II Lease, including the construction of a building and certain other improvements on the Phase II land by Lessor (the "Letter of Agreement"); and

WHEREAS, the Lessor and Lessee wish to formally incorporate those terms set forth in the Phase II Lease and Letter of Agreement into this new Agreement, as well as the other additional terms set forth herein, for lease of the Phase II Land by Lessor to Lessee in order for Lessor to operate a fixed-base operation maintenance facility at the Airport.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and for other able consideration, the Parties hereto agree as follows:

PART ONE
DEFINITIONS

A. **DEFINED TERMS.** The following words, terms and phrases wherever used in this Lease shall, for purposes of this Lease, have the following meanings:

1. "**Additional Capital Improvement**" shall mean an additional capital improvement or repair to the Leased Premises of not less than Two Million Dollars ($2,000,000).

2. "**Airport**" shall mean the Kissimmee Gateway Airport located at 401 Dyer Blvd, Kissimmee, Florida 34741.

3. "**Building**" shall refer to the buildings and related improvements specified in and consistent with the plans and specifications set forth in Exhibit C-2 (collectively, the "Building").

4. "**City**" shall mean the City of Kissimmee, Florida, a municipal corporation existing under the laws of the State of Florida.

5. "**Commencement Date**" shall mean the day all Improvements are completed and have achieved Substantial Completion as defined in this Agreement.

6. "**Contract Documents**" shall refer to all final Plans and Specifications, the final budget and the construction contracts for the Horizontal Improvements and the Building, (collectively, the "Contract Documents").

7. "**Effective Date**" shall mean the date that the last Party fully executes this Agreement.

8. "**Horizontal Improvements"** shall mean all horizontal improvements necessary to support the construction of the Building and for Lessee to use the Property for Lessee's intended purpose, including but not limited to creating a stormwater management system with adequate capacity for the ultimate build out of the Property, creating a pad ready site for the construction of the Building, constructing a parking area, and completing all other improvements including extending utilities as specified in and consistent with the plan and specifications set forth in Exhibit C-1, attached hereto and incorporated herein (collectively, the "Horizontal Improvements").

9. "**Improvements**" shall mean the Horizontal Improvements and the Building, collectively.

10. "**Initial Term**" shall mean forty (40) years from the Commencement Date.

11. "**Term**" shall mean the collective term consisting of the Initial Term and any properly exercised Renewal Option or Reset Option, if applicable.

12. "**Leased Premises**" or "**Premises**" or "**Property**" or "**Phase II Land**" shall mean that certain real property located at the Airport, as more specifically described on Exhibit A attached hereto and incorporated herein, which consists of approximately eight (8) acres of real property.

13. "**Matrix**" shall refer to Lessor's and Lessee's respective financial and execution responsibilities in regard to the Improvements are set forth in more detail in Exhibit D-1, attached hereto and incorporated herein.

14. "**Plans and Specifications"** shall refer to Exhibit C-1 and Exhibit C-2, collectively.

15. "**Renewal Option**" shall have the meaning as set forth in Section 3.B.

16. "**Renewal Period**" shall mean one (1) option to renew and extend the term of this Lease for an additional ten (10) years, in accordance with Section 3.B.

17. "**Reset Option**" shall have the meaning as set forth in Section 3.C.

18. "**Substantial Completion**" shall have the meaning as set forth in Section 2.B.8.

19. Term Limit" shall have the meaning as set forth in Section 3.D.

20. "**Timeline**" shall refer to the timeframe in which each Party shall complete their respective responsibilities as to the Improvements, as more specifically shown in Exhibit D-2 attached hereto and incorporated herein.

PART TWO
DESCRIPTION OF LEASED PREMISES

A. **LEASED PREMISES**. Lessor hereby leases to Lessee the Leased Premises, together with all improvements which may be located thereon and appurtenances thereto, specifically including the Improvements (as defined below) which the Lessor is required to construct under the terms of this Agreement. Lessor shall deliver possession of the Leased Premises to Lessee on the Commencement Date (which possession shall be exclusive to the fullest extent allowed consistent with FAA regulations). For the avoidance of doubt, Lessee shall maintain control over the use of the Leased Premises.

B. **IMPROVEMENTS.** The Parties acknowledge that the Property is now vacant. There are two separate construction projects that must be completed on the Property prior to the Commencement Date, the Horizontal Improvements and the Building (collectively, the "Improvements").

1. **The Horizontal Improvements**. Subject to Lessee's final approval, Lessor shall design all Horizontal Improvements. Lessor shall engineer, permit, and construct all Horizontal Improvements in conformance with the with the plans and specifications set forth in Exhibit C-1 and the applicable Contract Documents.

2. **The Building**. Lessee shall design and engineer the Building. Lessor shall permit, construct, and commission the Building in accordance with the plans and specifications set forth in Exhibit C-2 and the applicable Contract Documents.

3. **Matrix & Timeline**. The Parties hereby agree that the Matrix, as shown on Exhibit D-1, shall allocate each Party's respective financial and execution responsibilities as to the Improvements. Each Party shall complete their respective responsibilities according to the Timeline, as shown on Exhibit D-2.

4. **Grants**. Lessor has received certain financial grants to aid in the costs of the construction of the Horizontal Improvements ("Grant Funds"). Lessor shall utilize the Grant Funds to pay for the construction of the Horizontal Improvements, according to the Matrix and the Timeline. For the avoidance of doubt, Lessor's failure or delay, according to secure such grants shall not excuse Lessor's obligation to construct the Horizontal Improvements in accordance with this Agreement and the Timeline.

5. **Plans and Specifications**. The Parties anticipate that there may be revisions to the Plans and Specifications after this Agreement is executed, as agreed to by both Parties. Any such revisions to the Plans and Specifications agreed on by both Parties shall become a part of this Agreement and supersede any previous conflicting Plan and Specifications. The Lessee must approve the applicable Contract Documents prior to the City proceeding with any permitting or construction.

6. **Procurement.** The procurement process for the design, permitting, and construction of the Improvements is further set forth in Exhibit F, attached hereto and incorporated herein. Lessee shall be entitled to actively participate in all meetings and on all committees concerning the engineering, permitting, and construction of the Improvements.

7. **Construction Engineering & Inspection (CEI).** The City shall retain a qualified CEI firm, subject to approval rights of Lessee, not to be unreasonably withheld, and at City's sole expense, to oversee the construction of the Improvements and the performance of the building contractors. Lessee may retain a separate CEI firm, in its sole discretion and at its sole expense, to oversee the construction of the Building and the performance of the contractor for the Building. City and Lessee shall require that any CEI retained by either of them coordinates with the other and share inspection and progress reports and other project-related information and communications.

8. **Substantial Completion**. The City shall provide Lessee with written notice at least twenty (20) business days prior to the expected date of Substantial Completion. Within thirty (30) days following Substantial Completion, the City shall deliver project documents (in digital form), as-built drawings, warranties, and operations and maintenance manuals to Lessee for the Building and Horizontal Improvements constructed by the City on the Leased Premises pursuant to this Lease.

    a. Lessor shall include the following definition of "Substantial Completion" in all contracts related to the design, inspection, and construction of the Improvements, specifically including the Contract Documents. "Substantial Completion" for the purposes of this Agreement shall occur when the City's construction of all Improvements have been completed in compliance with this

Agreement and the Plans and Specifications, except for "punch list items" identified by Lessee which do not interfere with Lessee's use or operations from the Premises, as well as completion of the following requirements:

i. The Certificate of Occupancy or Completion has been issued by the City and all required signoffs by the Authorities Having Jurisdiction (AHJ) and other public regulatory authorities, including any applicable state and federal authorities, have been given for the Improvements. The date of the Certificate of Occupancy or Completion does not establish the date of Substantial Completion (it is a requirement of Substantial Completion); and

ii. The Parties will have complete use or occupancy and may use, operate, and maintain the Improvements in all respects, for its intended purpose and without undue interference by any of the prime contractor's Final Completion efforts.

C. **RE-ADJUSTMENT.** This Lease shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the City and the United States of America, the State of Florida, or the County of Osceola, or their agencies, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or City funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency; provided that if Lessee is precluded from using any part of the Leased Premises during any such period, Lessee's obligations under this Lease, including its obligation to pay Annual Rent shall be pro-rated or abated during such period and, if such interruption continues for more than ninety (90) days, Lessee shall have the option to extend the Lease Term for the period of such interruption or to terminate this Agreement pursuant to Section 10.B.2. Lessor represents and warrants that none of the foregoing restrictions precludes Lessee from using the Leased Premises for the permitted uses described herein, except as expressly provided in the previous sentence.

In the event the Federal Aviation Administration or its successors require modifications or changes in this Lease as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Lessee hereby consents to any and all such modifications and changes as may be reasonably required to the extent that such modifications and changes do not materially increase Lessee's obligations under this Lease (including the payment of Annual Rent) or unreasonably impede the intended use and benefit of and to Lessee of the Leased Premises and of this Lease. In the event these modifications or changes in this Lease are so affected, Lessee shall have the option to terminate this Agreement pursuant to Section 10.B.2.

PART THREE
TERM

A. **INITIAL TERM.** This Lease shall commence on the Effective Date and shall continue for an initial term ("Initial Term") of forty (40) full years from the Commencement Date and shall automatically terminate at 5:00 p.m. on the last day of the last month of the Initial Term, unless otherwise extended or earlier terminated as provided for in this Agreement. The Initial Term, together with any properly exercised Renewal Option, shall be collectively referred to as the "Term".

B. **RENEWAL OPTION**. At the end of the Initial Term, provided that Lessee has not been in default under this Lease where such default was not timely cured by Lessee during the Initial Term and does not go into default before any Renewal Period commences, Lessee shall have the option to extend the Initial Term for the Renewal Period, upon the same terms and conditions set forth in this Lease ("Renewal Option"). Lessee shall exercise the Renewal Option by providing the City written notice thereof on or before four (4) months prior to the expiration of the Initial Term. Annual Base Rent during the Renewal Period shall be adjusted in the same manner as adjusted during the Initial Term of this Lease.

C. **RESET OPTION.** In the event Lessee makes an Additional Capital Improvement to the Leased Premises, Lessee shall have the option to reset the term of this Lease for an additional period of four (4) years, for each Additional Capital Improvement, but never to exceed the Term Limit ("Reset Option"). For purposes of this Lease, an "Additional Capital Improvement" shall include, but is not be limited to, other improvements, repairs, or replacements that would ordinarily be considered a capital expenditure under generally accepted accounting principles. Lessee shall notify the Lessor of its decision to exercise the Reset Option prior to any Additional Capital Improvements being made by the Lessee. In the event Lessee decides to exercise a Reset Option, Lessee shall provide to the City an Additional Capital Improvement report ("ACI Report") showing the Additional Capital Improvement that is the basis of the Reset Option, including all receipts and any other documentation the City may require to substantiate that the Additional Capital Improvement satisfies the terms and conditions contained herein.

D. **TERM LIMIT.** Notwithstanding anything else contained in this Agreement, in no event shall the Term of this Lease, including any properly exercised Reset Option and/or properly exercised Renewal Option, run for more than a total of fifty (50) years) ("Term Limit").

E. **HOLDOVER**. In the event Lessee continues to occupy the Leased Premises, or a portion thereof, beyond the term of this Agreement following Lessor's written notice to vacate, such holding over shall not be considered a renewal of this Agreement but shall only be considered a tenancy at sufferance at a rent equal to one hundred twenty-five (125%) of the then applicable monthly rental rate in effect at that time and notwithstanding the establishment of any tenancy at sufferance following the expiration or earlier termination of this Lease.

PART FOUR
RENT

A. **GROUND RENT.**

a. RENT FOR GROUND LEASE PORTION OF THE AGREEMENT. The initial net rent under this Lease for Phase II Land is $94,000 per year, payable in equal monthly installments ("Annual Rent") plus sales tax and any other applicable tax including property tax. The following sum shall be payable monthly, in advance, in the amount of $7,833.34 ("Monthly Rent") plus said taxes. Payment of Monthly Rent will commence on the Commencement Date (with the Monthly Rent prorated for the first and last month depending on the Commencement Date, e.g., if the Commencement date is the 15th of the month in a 31 calendar day month, Cirrus shall only owe 52% of the Monthly Rent for the first month, and 48% of the Monthly Rent for the last month). Monthly Rent will be due on the first day of every month ("Due Date") and shall be deemed delinquent if not received by the Lessor on or before the tenth day of every month. The Annual Rent and Monthly Rent shall be subject to adjustment as enumerated in Part Three of this Lease.

b. RENT ADJUSTMENTS FOR THE GROUND LEASE PORTION OF THIS AGREEMENT. Lessor and Lessee recognize and agree that the purchasing power of the United States Dollar is evidenced by the Consumer Price Index — Urban Wage Earners and Clerical Workers ("Price Index") as published by the United States Department of Labor's Bureau of Labor Statistics. Lessor and Lessee also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds located at the Kissimmee Gateway Airport.

CPI Adjustment. The parties agree that commencing on the first day of the thirty-seventh (37th) month following the Commencement Date and on the first day of each thirty-sixth (36) month thereafter for the remainder of the Term (and any Renewal Period) (each such date being an "CPI Adjustment Date"), the parties hereto will compare the Price Index as of the CPI Adjustment Date to the Price Index that existed on the same date three (3) years earlier to establish the percentage increase in the Price Index for such three (3) year period (such percentage increase being, the "CPI Adjustment Percentage"). After the Adjustment Percentage is determined, the Annual Rent (and corresponding Monthly Rent) shall be modified retroactive to the applicable CPI Adjustment Date as follows:

(i) If the CPI Adjustment Percentage is one tenth of one percent (0.1 0/0) to five percent (5.0%): Annual Rent (and corresponding Monthly Rent) shall increase by the same value as the CPI Adjustment Percentage up to five percent (5%).

(ii) If the CPI Adjustment Percentage is greater than five and one tenth of one percent (5.1%): Annual Rent (and corresponding Monthly Rent) shall increase

by five percent (5%), plus one-half of the CPI Adjustment Percentage in excess of 5%, but in no event more than ten percent (10%). By way of example, if the CPI Adjustment Percentage increases by 8%, the Annual Rent (and corresponding Monthly Rent) increase shall be 6.5% (5% plus one-half of the difference between 5% and 8%).

Fair Market Value Adjustment. In addition to the Price Index Adjustment described above, commencing on the first day following the tenth anniversary of the Commencement Date and on each fifth anniversary thereafter for the remainder of the Term (and any Renewal Term) (each such date being an "Appraisal Adjustment Date"), the City may obtain an appraisal of ground lease property at the Airport from a MAI certified appraiser that is mutually acceptable to Lessor and Lessee to establish the then Fair Market Rent (as defined below) for the land constituting the Leased Premises, excluding all improvements constructed thereon. If the City deems an appraisal is appropriate due to market conditions, the City shall notify the Lessee of its intention to invoke the right of obtaining an appraisal, sixty (60) days prior to seeking the appraisal and identify in such notice a disinterested MAI appraiser having at least 10 years' experience appraising airport ground rental values in Florida and not having represented Lessor in the previous five (5) year period. Lessee may approve the appraiser in its reasonable discretion. Such determination to complete an appraisal shall be at the sole discretion and expense of the City. The selected appraiser shall be directed to provide a range of values (from minimum to maximum) that constitute the then Fair Market Rent for ground leased premises at the Airport as of the applicable Appraisal Adjustment Date. If the lowest value in the range of Fair Market Rent on the Appraisal Adjustment Date is higher than the existing Annual Rent, the Annual Rent (and corresponding Monthly Rent) shall be increased (retroactive to the applicable Appraisal Adjustment Date) to lowest value in the range of Fair Market Rent on the Appraisal Adjustment Date, not to exceed a five percent (5%) increase over the then current Annual Rent. In addition, if the Annual Rent is adjusted as provided in this paragraph, the definition of the CPI Adjustment Date shall be amended to mean the thirty-seventh (37th) month following the Appraisal Adjustment Date used to adjust the Annual Rent as provided in this paragraph and third (3 rd) anniversary thereafter for the remainder of the Term (and any Renewal Period). As used herein, the term "Fair Market Rent" shall mean the ground rent that an arms' length third party ground tenant would pay (on a per square foot basis) to the airport authority for unimproved premises at the Airport, not being under any obligation to do so, taking into account all relevant factors.

The City shall pay the fees and expenses of each appraiser appointed by such party. Any appraiser designated to serve in accordance with the provisions of this Lease shall be designated as an "MAI" appraiser by the American Institute of Real Estate Appraisers or shall be comparably qualified to appraise commercial real estate, shall be disinterested.

c. RENT CAPS FOR GROUND LEASE PORTION OF THE AGREEMENT. Notwithstanding anything to the contrary in this Lease, in no event shall the Annual Rent (and corresponding Monthly Rent) increase under this Article 3 by more than ten percent (10%) during any ten (10) year period during the Term.

B. **BUILDING RENT**

a. PAYMENT FOR THE BUILDING. Subject to the terms and conditions of this Agreement, beginning on the Commencement Date and during the Term of this Lease, Lessee shall pay to the City rent for the Building ("Building Rent"). The amount owed under this Lease for Building Rent shall be determined at such time as the costs of the Building have been finalized and the loan closing, as described below, completed.

i The estimated Building construction costs are between $18,000,000-$20,000,000. The City will obtain fifteen (15) year financing (the "Unadjusted Loan") for the construction costs of the Building with a not to exceed loan rate of 5.75% and loan closing costs not to exceed 2% of the loan value.

ii. The Unadjusted Loan shall be structured to have semi annual payments over the term of the Unadjusted Loan. The Unadjusted Loan shall not have a prepayment penalty. The Unadjusted Loan proceeds will be placed in an interest bearing account. The Unadjusted Loan may include up to three years of capitalized interest which may be funded with proceeds of the loan and shall be considered part of the costs of the Building.

iii It is understood that the City may use a portion of the Unadjusted Loan for costs other than the construction costs of the Building (e.g., for construction of the Horizontal Improvements that the City is responsible for under this Agreement). That portion of the Unadjusted Loan that is for the construction costs of the Building and the prorated portion of closing costs shall be referred to as the "Loan."

iv The Building Rent shall be calculated based on the semi annual payments due by the City under the Loan.

v Payment of Building Rent will commence on the Commencement Date. Beginning on the Commencement Date, Building Rent will be due on the first day of every month together with the Ground Rent and shall be deemed delinquent if not received by the Lessor on or before the tenth day of every month. The City shall be responsible for all Loan payments until such time as Substantial Completion is achieved.

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vi Notwithstanding the foregoing, Lessee shall have the option at its discretion to pay City an amount in addition to the Building Rent during the term of the Loan, which the City shall use to pay down the Loan thereby reducing the Loan term. Any Loan proceeds remaining at the completion of construction shall be immediately applied to the outstanding Loan amount.

vii Upon the final payment of the Loan by Lessee (which shall not be refinanced without the written approval of Lessee) the Building Rent shall be One Hundred Dollars ($100.00).

viii Below is an exemplary Loan and Building Rent schedule assuming a Loan in the amount of Twenty Million Dollars ($20,000,000):

Development Assumptions				
Financing			**Building Costs**	
Down Payment %	0%		Construction Cost	$18,500,000
Loan Rate % (Per Year)	5.75%		Soft Costs	$ 1,500,000
Lender Fees / Closing Costs % of Loan	1.00%		Permit Fees	$ 250,000
Amortization Duration (Yrs)	15		Impact Fees	$ 450,000
Bi-Annual Payments	$1,003,967		Inspection/Testing Fees	$ 150,000
			CM Fees	$ 650,000
			Total Development Cost	**$20,000,000**
			Cirrus Down Payment	$ -
			Total Loan Amount	**$20,000,000**

b. **Building Rent Adjustment.** Building Rent shall not be adjusted during the Term.

C. **ADDITIONAL RENT.** If City has paid any sum or sums or has incurred any obligation or expense for which Lessee is obligated to pay or reimburse City, or if City is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure or refusal of Lessee to perform or fulfill any of the terms or conditions of this Lease, then the same shall be deemed additional rent ("Additional Rent") due hereunder, and Lessee shall, promptly after demand by City, reimburse City therefor. City agrees that it shall not pay any sum or incur any obligation or expense on behalf of Lessee unless City has notified Lessee and Lessee fails or refuses to comply with its obligations under this Lease within thirty (30) calendar days of receipt of such notice; provided, however, that in the event of an emergency, City shall not be obligated to notify Lessee prior to incurring obligations as contemplated herein. Notwithstanding the foregoing, any sums due from Lessee to City under the provisions of this subsection shall bear interest at the rate of eighteen percent (18%) (or, if less, the maximum interest rate allowed) from the latter of (i) the date any such sum was paid, or such expense was incurred by the City, or (ii) 30 days from the date Cirrus received written notice that the City was due Additional Rent.

D. **PAYMENT OF SALES TAX.** Unless otherwise exempt, Lessee shall be liable at its sole cost and expense, and the City shall have no liability for any sales, use, or similar taxes with respect to all rent and other payments made by Lessee in accordance with the provisions of this

Agreement. Lessee shall indemnify, defend, and hold City completely harmless from and against any liability, including any interest and penalties, which might arise in connection with any such taxes.

PART FIVE
PAYMENTS

A. **TIME AND PLACE OF PAYMENT**. All payments of rents, fee, taxes, and other charges are to be made at the Kissimmee Gateway Airport, City of Kissimmee, 401 N. Dyer Blvd, Kissimmee, FL 34741, or such other place Lessor may direct Lessee in writing.

B. **LATE PAYMENTS.** Any installment of Annual Rent, and any fees or other charges accruing under this Lease that are not received within ten (10) calendar days after such payment is due, shall be deemed delinquent and shall bear interest from the date when the same was due according to the terms of this Lease until paid at an interest rate of five (5%) per annum, or if less, the maximum rate of interest allowed by law. Lessor shall charge no penalty upon that portion of any debt that, in good faith, is in dispute or charge a penalty that exceeds the then amount permitted under Florida law. All late fees are to be paid to Lessor within 30 days of the initial date of accrual.

PART SIX
PRIVILEGES

A. **PERMITTED USE**. The Leased Premises shall be used solely for the following Fixed Base Operator Activities as defined in the Minimum Aeronautical Service Standards for Aeronautical Tenants at the Kissimmee Gateway Airport, as amended from time to time, and incorporated by reference into this Lease (the "Service Standards"), a copy of which is attached as Exhibit D. In the event these Service Standards are modified or amended in any way that deprives Lessee of the expected economic benefit for providing the approved Category services, it shall be considered a material breach of this Lease.

Category "A"_Aviation Fuel Sales
Category "B"_Flight Instruction and Aircraft Rental
Category "D"_Airframe and Power Plant Repair
Category "E"_ Avionics, Instrument and/or Propeller Repair Service
Category "F"_ Other Aeronautical Services including Painting

For the avoidance of doubt, the parties agree that the Services Standards permit Lessee to conduct the following activities:

- Scheduled servicing and inspections in accordance with FAA & OEM documented & approved program intervals and techniques.
- Unscheduled “break fix” system fault isolation & associated FAA / OEM documented & approved part replacement and calibrations.

- The installation of FAA / OEM documented & approved modifications & product upgrades.
- Aircraft fuel system or fuel tank maintenance on de-fueled and inert tanks.
- Previously engineered and approved wiring repairs and wiring installation on electrical systems using LOTO and deactivation procedures.

Lessor shall permit or seek any necessary third-party approvals allowing Lessee to be designated as an FBO or Limited FBO at the Airport, as defined in the Service Standards, to (i) operate as a fuel concession; (ii) acquire and operate aircraft fueling equipment to conduct fuel concession operations; and (iii) be exempt from any requirement to pay ad valorem taxes. In the event such approvals are not obtained by Lessor on or before the Commencement Date, Lessee may terminate this Lease upon thirty (30) days' prior written notice to Lessor. If any of the foregoing approvals are not obtained by Lessee, Lessee may terminate this Lease by providing written notice to Lessor of Lessee's election to do so prior to receipt of all of the foregoing approvals.

The Leased Premises may be used for private/special events, offices, storage and uses ancillary to Lessee's business provided they are not disruptive to airport operations. The Leased Premises may not be used for any other purposes unless approved in writing by the Lessor. In the event Lessor approves additional uses for other similarly situated Fixed Base Operator or in the event new uses become industry standard for Fixed Base Operators, Lessor agrees to allow Lessee the right to perform these additional uses.

B. **PROHIBITED USES**. The Lessee shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than those set forth in this Lease, unless approved in writing by the Lessor such approval not to be unreasonably withheld, conditioned or delayed. Lessee shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance, nor, without limiting the generality of the foregoing, shall the Lessee use or permit the use of the Leased Premises for any illegal, improper, immoral, or unlawful purposes, or otherwise make use of any portion of the Leased Premises in any manner inconsistent with applicable fire code, including NFPA 409.

C. **INGRESS AND EGRESS**. Lessee shall have at all times the full and free right of ingress and egress over, across and through the Leased Premises and the Airport. Such right also extends to persons or organizations supplying materials or furnishing services to Lessee, as well as employees, customers, guests, and other invitees, who operate vehicles, machinery, and equipment reasonably required by such persons or organizations.

PART SEVEN
OBLIGATIONS OF AGREEMENT

A. **NET LEASE.** The use and occupancy of the Leased Premises by Lessee shall be without cost or expense to Lessor. This Agreement shall be without cost to the City except for the

City's obligations set forth or specifically provided elsewhere herein including the design, engineering, permitting and construction of the Improvements. The Lessee accepts the Leased Premises in its "As Is, Where Is" condition except with regards to items or duties which are expressly agreed to and set forth in writing by Lessor. Lessee shall keep and maintain the Leased Premises as set forth in Section 7.B., pay all taxes in accordance with Section 4, pay all casualty, liability and other insurance premiums as set forth in Section 7.J, and satisfy all of its other obligations under this Agreement.

B. **MAINTENANCE BY LESSEE**. Beginning on the Commencement Date, Lessee shall be responsible for the following maintenance and repair to the Leased Premises upon acceptance of the Improvements and subject to any warranties and performance bonds:

1. All upkeep, repair, and maintenance of the Leased Premises including but not limited to interior walls, doors, locks, windows, flooring, fixtures, ceilings, roofs, lighting, electrical and plumbing systems, fire monitoring and suppression systems, all heating, air conditioning and heating systems. Lessee shall conduct a roof inspection every five years, HVAC servicing annually, fire monitoring and suppression system inspections as required and record keeping as required. Lessee may make any desired changes to the interior of the Building without consent by Lessor. Lessee may make changes to other Improvements with consent of Lessor, which consent shall not be unreasonably withheld.

2. Lessee's responsibilities under this section shall also include all other internal, external, and supporting structures and equipment. Lessee may make any and all modifications pursuant to this provision without consent from Lessor as long as these modifications do not negatively impact the value of the Building or Improvements.

3. Upon occupation of the Leased Premises, maintain landscaping of the Leased Premises and all upkeep of the Improvements on the Leased Premises (for the avoidance of doubt, Lessee will not be responsible for the maintenance of any Improvements not on the Leased Premises).

4. Lessee will not store or dispose of any debris or waste materials on Airport property, except by means of waste receptacles or containers authorized by Lessor.

5. Lessee shall comply with all federal, state, and local fire codes and regulations. Lessee shall also provide and maintain hand-operated fire extinguishers for the interior of the building in accordance with applicable safety codes.

6. Lessee will comply in all aspects with the City of Kissimmee Code including all planning, zoning, and building codes, regulations, and ordinances. Lessor warrants that the intended use is compliant as to the City's land use and zoning codes.

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7. Lessee may alter, remodel or demolish any Lessee-owned Improvements without any consent or approval from Lessor. Notwithstanding the above, Lessee shall not alter, remodel, or demolish the Building without the consent of the City, in the City's sole discretion. Maintenance of such owned improvements will thereafter be at Lessee's discretion but in compliance with applicable federal, state, and local fire codes and regulations.

8. If Lessee does not complete any reasonably required maintenance or repairs pursuant to the terms of this Lease and Lessee is not taking commercially reasonable efforts to cure such condition within thirty (30) days after Lessor delivers written notice of such failure to Lessee, Lessor shall have the right to perform such reasonable maintenance, and Lessee shall reimburse Lessor for the reasonable cost of such maintenance upon presentation of an invoice of costs occurred by Lessor. Lessee shall pay this amount within 30 days after receipt from Lessor in accordance with Section 5 above.

9. Lessee agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in its then existing condition (but subject to Lessee's maintenance obligations herein). Lessor reserves the right upon not less than 48 hours prior notice to Lessee to enter and make periodic inspections of the Leased Premises and improvements thereon during normal business hours. Lessor reserves the reasonable right to enter the Leased Premises during such times as necessitated by an emergency or in order to prevent the occurrence of waste to the Leased Premises and its fixtures, upon reasonable prior written notice to Lessee, unless in the event of an emergency.

C. **REDEVELOPMENT OR RECONSTRUCTION.**

1. Redevelopment or reconstruction of the entire Building will be permitted in accordance with the guidelines presented in the approved Airport Master Plan. Before commencement of redevelopment of the Building, the Lessee shall submit a written construction application to the Director of Aviation ("Director"), and if the Director requests, the construction application shall be in the form as set forth below. The plans for the proposed improvements or modifications to the Leased Premises shall completely describe the function and design and shall also contain the following:

   a. A graphic presentation of the improvements showing exact locations of access and egress to and from the Leased Premises, facilities included and interior layouts and plans.

   b. A basic illustration of the décor of the Leased Premises including construction.

   c. A schedule for completion of each phase of the improvements.

d. Proof reasonably acceptable to Lessor that Lessee has complied with Florida Statute, Section 255.05, which requires payment and performance bonds to be in place for work that is occurring on public lands in excess of $200,000.00.

2. Lessor shall make a timely disposition of each Lessee Construction Application and, to the extent permitted to approve such work as provided herein, will not arbitrarily or capriciously withhold or condition approval of the same.

3. Upon approval, if such Lessor approval is expressly required herein, the Lessee shall proceed with the construction, with reasonable diligence and at its sole cost and expense.

4. Where such alterations or construction has been made, Lessee shall, within (30) thirty days following completion of the alterations, present to Lessor a complete set of "as-built" drawings including, without limitation, plumbing and electrical systems.

D. **UTILITIES.** Beginning on the Commencement Date, Lessee shall be solely responsible for and pay all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water, sewer, gas, electricity, telephone and internet service. Lessee shall pay utility charges within thirty (30) days of receiving the invoice for said utilities. Prior to the Commencement Date, Lessor shall be solely responsible for all such charges for utilities for the Leased Premises.

E. **TRASH AND GARBAGE REMOVAL.** Beginning on the Commencement Date, Lessee shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Lessee shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises and shall remove such debris to a disposal site off the Airport property. Beginning on the Commencement Date, Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused by its operation. Lessee shall provide and use suitable covered metal receptacles in an area acknowledged by Lessor for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

F. **SIGNS.** No signs, billboards, flyers shall be erected or maintained by Lessee off the Leased Premises except according to the Lessor's requirements for location and use of signs on Airport property. Lessee may place signs, billboards, and flyers on the Leased Premises as determined by Lessee without Lessor's prior written consent and in conformance with the Lessee's land development code. Any required approvals by Lessor pursuant to this Section shall not be unreasonably withheld, delayed or conditioned. Before erection of any sign, billboard or flyer on City property, Lessee must obtain any applicable permits required by the City.

G. **NONDISCRIMINATION.** Exhibit B, relating to FAA required non-discrimination provisions, is attached hereto and incorporated herein by this reference which shall be complied with by Lessee.

H. **HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE.** Lessee shall handle, use, store, and dispose of hazardous materials, fuel petroleum products, and all other materials, whether hazardous or not, owned or used by Lessee, its agents, contractors, assigns, guests, invitees, or any other person or firm in privity with Lessee on the Airport in accordance with all applicable federal, state, local laws which include but are not limited to Lessor's regulations, rules, and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean-up, containment and otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify the Lessor and all other appropriate government agencies of such an occurrence immediately after said incident. Should the Lessee fail to comply with any term contained in this section and Lessee is not taking commercially reasonable efforts to cure such condition within thirty (30) days after Lessor delivers written notice of such failure to Lessee, the Lessor may take any reasonable and appropriate action in the place of Lessee. The Lessee shall promptly pay the full reasonable cost of such remedial action incurred by the Lessor due to noncompliance under this section. Notwithstanding anything to the contrary in this Lease, (i) in no event shall Lessee be responsible for any hazardous materials, fuel petroleum products, or other materials, whether hazardous or not, that exist on the Leased Premises on or before the Commencement Date, and (ii) Lessee's obligations under this Lease with respect to hazardous materials shall apply only in connection with, and to the extent of, hazardous materials and substances brought onto the Leased Premises by Lessee or Lessee's employees, agents or contractors during the Term.

I. **NO LIENS.**

1. Except as otherwise provided herein, Lessee shall keep the Leased Premises free from all liens, including, but not limited to, mechanics liens arising from any alteration or construction work performed or labor or materials supplied to the Leased Premises. Any construction work on the Leased Premises authorized by the Lessee shall be performed pursuant to a "no-lien" contract and Lessee shall make certain that the Florida Statutes relating to the "no-lien" contracts are complied with in every particular detail.

2. If, at any time, Lessee shall cause any mechanic's, laborers, or materialman's lien to be filed against the Leased Premises or any part thereof, Lessee shall cause the same to be discharged either by record, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise.

3. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied by inference or otherwise,

to any contractor, subcontractor, laborer, or material man for any specific improvement, alteration to or repair of the Leased Premises, or any part of the Leased Premises.

J. **INDEMNITY AND INSURANCE BY LESSEE.**

1. **Indemnification.** Lessee further covenants and agrees to indemnify and hold the City, its members, officers, employees, and agents of each (collectively, "City Indemnified Parties"), forever harmless from and against all liabilities, claims, judgments, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to, or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to, or death of any person, resulting or arising solely from Lessee' use, occupancy, operation, or maintenance of the Leased Premises, including the work, acts, or omissions of Lessee' officers, agents, employees, contractors, subcontractors, operators, except when proximately caused by the negligence or willful misconduct of any of the City Indemnified Parties or third parties. The City will refer to Lessee promptly upon notice thereof, any claim made or suit instituted against the City, which, in any way, affects Lessee or its insurer, and Lessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessee shall pay all reasonable attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Lessee to the City under this Agreement. Any non-appealable final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount. In addition to and without limiting the generality of any other provisions of this Agreement but subject to the limitations in Section 7.H above, Lessee shall and hereby does indemnify and hold the City harmless from and against any and all losses, damages, expenses, fees, claims, demands causes of action, judgments, costs, fines, penalties, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, and costs and expenses of response, remedial and corrective work, and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those terms are defined in Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as from time to time amended and the rules and regulations promulgated thereunder) by Lessee or its employees or contractors.

Lessor covenants and agrees to indemnify and hold Lessee, its members, officers, employees, and agents of each (collectively, the "Lessee Indemnified Parties"), forever harmless from and against all liabilities, claims, judgments, costs, damages, fines, penalties, and expenses, including those which arise as the result of action which may accrue against, be charged to, or recovered from the foregoing by reason or on account of damages to or destruction of the property of the Lessee, or the property of, injury to, or death of any person, resulting or arising from (i) the negligence or willful misconduct of any of the City Indemnified Parties, and (ii) Lessor's use, occupancy, operation, or maintenance of the Airport, including the

work, acts, or omissions of Lessee' officers, agents, employees, contractors, subcontractors, operators, except when proximately caused by the negligence or willful misconduct of the Lessee Indemnified Parties. Lessee will refer to Lessor promptly upon notice thereof, any claim made or suit instituted against Lessee, which, in any way, affects Lessor or its insurer, and Lessor or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessor shall pay all reasonable attorneys' fees and costs incurred by Lessee in its defense of any such action and in the recovery of all amounts owed by Lessor to Lessee under this Agreement. Any final non-appealable judgment rendered against Lessee for any cause for which Lessor is liable hereunder shall be conclusive against Lessor as to a liability and amount. In addition to and without limiting the generality of any other provisions of this Agreement, Lessor shall and hereby does indemnify and hold Lessee harmless from and against any and all losses, damages, expenses, fees, claims, demands causes of action, judgments, costs, fines, penalties, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, and costs and expenses of response, remedial and corrective work, and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release"(as those terms are defined in Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the rules and regulations promulgated thereunder, as from time to time amended) at the Leased Premises before the Commencement Date and on the Airport generally.

2. **Lessor Insurance.** Lessor shall obtain and keep in force at Lessor's expense during the Term of this Agreement, including during construction, an "all risk — special form causes of loss" policy or policies of insurance covering the full replacement value of the Improvements, including delay in completion, loss of use, business interruption and soft cost coverage (to include Lessee’s interests as Additional Insured and providing coverage for Lessee’s inability to use the Improvements due to a covered cause of loss). Such coverage shall insure against all perils included within the classification of "all risk" fire as such term is used in the insurance industry, including flood and wind coverage to the extent reasonably required. All insurance required to be carried by Lessor may be carried under a blanket policy covering the Improvements and other locations with sufficient limits for all. A loss insured under the insurance required hereunder shall be adjusted by the Lessor as fiduciary and made payable to the Lessor as fiduciary for the insureds, including Lessee, as their interests may appear.

   a. Lessor shall carry and maintain Commercial General Liability insurance in customary and usual limits, providing covering for the Leased Premises, for claims, including damages because of bodily injury, sickness or disease, including occupational sickness or disease, and the death of any person; personal injury and advertising injury; damages because of physical damage to or destruction of tangible property, including the loss of use of such property; bodily injury or property damage arising out of completed options; and the Lessor’s indemnity obligations under this Agreement. Lessor shall

carry Business Auto and Worker's Compensation and Employers Liability in customary and usual limits.

b. The Lessor shall maintain such insurance through underwriters authorized to do business in the State of Florida. Coverage is to be written on the broadest liability form including but not limited to products liability, blanket contractual and independent contractors. All liability policies shall include the Lessee as an additional insured. Lessor shall furnish Lessee with a Certificate of Insurance from the Lessor's carrier indicating that there is such insurance coverage as required hereunder, and, in the event of a legal dispute and upon request from Lessee, Lessor shall submit to the Lessee, a true copy of the above insurance coverage. Lessor shall provide not less than five (5) days written notice to Lessee before Lessor's policy or policies of insurance are canceled or materially modified. Policy documentation and certificates of insurance will be electronically delivered to:

Cirrus Design Corporation
4515 Taylor Circle
Duluth, MN 55811
Attn: General Counsel
With copy by email to
legal@cirrusaircraft.com

c. Insurance by Lessor's Consultants and Contractors of every tier. Lessors shall require that its consultants and contractors obtain and keep in force at Lessor's expense (i) Workers' Compensation Insurance as required by Florida Statutes, and adequate Employee's Liability Insurance. If employees are managed by an employee leasing firm, an Alternative Employer Endorsement is to be included as part of the Workers' Compensation. A disclosure will be provided for any qualified as self-insured under the terms of the applicable State or Federal Statute with an election to exempt coverage provided; Professional Liability Insurance for professional services in mutually-agreeable limits that are reasonably correlated to the value and complexity of the work, (iii) Automobile Liability Insurance required in the Minimum Standards; and (iv) Commercial General Liability insurance in mutually-agreeable limits that are reasonably correlated to the value and complexity of the work, except that the prime contractors for the Horizontal Improvements and the Building shall each carry limits of no less than $25 million per occurrence and in the aggregate, including for Completed Operations Liability Coverage, for the full period of repose under Florida law, providing coverage for the Horizontal Improvements and the Building, for claims, including damages because of bodily injury, sickness or disease, including occupational sickness or disease, and the death of any person; personal injury and advertising injury; damages because of physical damage to or destruction of tangible property, including the loss of use of such property; bodily injury or property damage arising out of completed options;

and the prime contractor's indemnity obligations under the Construction Contract. Lessor shall be designated an Additional Insured on all Commercial General Liability and Automobile Liability Insurance Policies. Lessor shall further require each of its prime contractors to execute and record in the public records of the County, payment and performance bonds in accordance with Florida Statutes s.255.05, with Lessee designated as an Additional Obligee.

3. **Lessee Insurance.** Lessee procure and maintain in effect, at its own expense during the term of this Agreement (i) an "all risk" property policy covering Lessee's personal property on the Leased Premises, (ii) Workers Compensation Insurance as required by Florida Statutes and adequate Employee's Liability Insurance; Public Liability Insurance; and Property Damage Insurance covering all of Lessee's activities and the Leased Premises at the Airport, and (iii) general liability insurance coverage of $1,000,000 for each occurrence and over $2,000,000 general aggregate, as well as the Auto insurance required in the Minimum Standards. In addition, during any portion of the Term in which Lessee owns the Building, Lessee shall obtain and keep in force at Lessee's expense an "all risk — special form causes of loss" policy or policies of insurance covering the full replacement value of the Building. All insurance required to be carried by Lessee may be carried under a blanket policy covering the Building and other locations.

The Lessee shall maintain such insurance underwriters authorized to do business in the State of Florida, reasonably satisfactory to the Lessor. Coverage is to be written on the broadest liability form, including but not limited to products liability, blanket contractual and independent contractors. All liability policies shall include the City as an additional insured. Lessee shall furnish Lessor with a Certificate of Insurance from the Lessee's carrier indicating that there is such insurance coverage as hereinbefore provided, and, in the event of a legal dispute and upon request from Lessor, Lessee shall submit to the Lessor, a true copy of the above insurance coverage. Lessee shall provide not less than five (5) days written notice to Lessor before Lessee's policy or policies of insurance are canceled or materially modified. Policy documentation and certificates of insurance will be electronically delivered to:

4. Kissimmee Gateway Airport, City of Kissimmee, 401 N. Dyer Blvd, Kissimmee, FL 34741**Waiver of Claims and Subrogation.** Notwithstanding anything to the contrary in this Lease, Lessee and Lessor hereby release each other and their respective representatives, agents, employees, and partners from any claims for damage and/or injury to the Improvements and/or the Airport or the trade fixtures, personal property, improvements, and alterations in or on or about the Improvements or the Airport that are caused by or result from risks that can be insured against under comprehensive "all risk-special form causes of loss" property insurance policies regardless of whether such policies are actually carried.

K. **COMPLIANCE WITH LAW RULES AND REGULATIONS.** Lessee and Lessor shall each, at its sole expense, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities which are applicable to the conduct of each party's business and in addition, with respect to Lessee, those rules, and regulations of the Lessor not inconsistent with the provisions or this Agreement. Any penalties and costs levied as a result of such party's breach of any terms or covenants contained within this Agreement shall be borne by the breaching party. Lessee will ensure the integrity of the Airport perimeter security with respect to the Leased Premises at all times. This includes ensuring all gates to the Leased Premises, to include pedestrian gates, remain locked at all times unless monitored by an employee or agent of the Lessee.

L. **RENOVATIONS.**

1. All proposed renovation, refurbishing, alterations, remodeling, and construction, not associated with the design, engineering, permitting and construction of the Improvements, may have to be reviewed and approved by the City Building Official, to include obtaining a Building Permit from the City.

2. The parties agree that all renovations, refurbishments, improvements, additions, fixtures, and alterations to Leased Premises shall be deemed to be attached to the freehold and shall become property of the Lessor to the extent as if the Leased Premises and its renovations, refurbishments, improvements, additions, fixtures, and alterations had been erected and installed on the Leased Premises prior to the Commencement Date. If Lessee is able to purchase the Building all renovations, refurbishments, improvements, additions, fixtures, and alterations to Leased Premises shall be conveyed to Lessee on the date of such conveyance.

PART EIGHT
OBLIGATIONS OF LESSOR

A. **OPERATION AS A PUBLIC AIRPORT.** Lessor covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government under the Federal Airport Act.

B. **ENTRY AND INSPECTION.** Lessor shall have the right to enter upon and inspect the Leased Premises at any reasonable time, with twenty-four (24) hours' notice during the Term for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee. The Lessor shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of or access to the Leased Premises.

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PART NINE
DAMAGE OR DESTRUCTION OF LEASED PREMISES

A. **CASUALTY – LESSOR-OWNED BUILDING OR IMPROVEMENTS.**

1. **Casualty.**

a. If, during the portion of the Term in which Lessor owns the Building and it is totally or partially destroyed, rendering the Building totally or partially inaccessible or unusable, Lessor shall use commercially reasonable efforts to promptly restore the Building to a condition substantially similar to that which existed immediately prior to such damage or destruction, in accordance with applicable laws ("Restoration"). Such destruction shall not terminate this Lease. If the applicable laws do not permit the Restoration of the Building to a condition substantially similar to that which existed prior the casualty, Lessee may terminate this Lease by giving notice to Lessor within ninety (90) days after Lessor delivers written notice to Lessee describing the extent to which the Building shall be restored in accordance with applicable laws and receive the insurance proceeds up to the amount paid for the Building pursuant to Section 4 of this Agreement. Notwithstanding anything to the contrary herein, if Restoration cannot be achieved within 120 days after the casualty, as reasonably estimated by Lessor within thirty (30) days after the casualty, or if Lessor fails to provide the restoration estimate to Lessee in writing within thirty (30) days after the casualty, Lessee may terminate this Lease upon written notice to Lessor at any time until Lessor delivers written notice of such estimate and Lessor commences Restoration. If this Lease is not terminated pursuant to the terms of this Section 9.A.1a, Lessor shall promptly commence and diligently restore the Building.

b. If, during the Term the Horizontal Improvements are totally or partially destroyed, rendering either the Horizontal Improvements or the Building totally or partially inaccessible or unusable, Lessor shall use commercially reasonable efforts to promptly restore the Horizontal Improvements to a condition substantially similar to that which existed immediately prior to such damage or destruction, in accordance with applicable laws ("Horizontal Improvements Restoration"). Such destruction shall not terminate this Lease. If the applicable laws do not permit the Horizontal Improvements Restoration of the Horizontal Improvements to a condition substantially similar to that which existed prior the casualty, Lessee may terminate this Lease by giving notice to Lessor within ninety (90) days after Lessor delivers written notice to Lessee describing the extent to which the Horizontal Improvements shall be restored in accordance with applicable laws. Lessee shall be entitled to receive the insurance proceeds up to the amount paid for the Building pursuant to Section 4. of this Agreement if the Lease is terminated. Notwithstanding anything to the contrary herein, if the Horizontal Improvements Restoration cannot be achieved within 120 days after the casualty, as reasonably estimated by Lessor within thirty (30) days

after the casualty, or if Lessor fails to provide the restoration estimate to Lessee in writing within thirty (30) days after the casualty, Lessee may terminate this Lease upon written notice to Lessor at any time until Lessor delivers written notice of such estimate and Lessor commences Horizontal Improvements Restoration. If this Lease is not terminated pursuant to the terms of this Section 9.A.1b, Lessor shall promptly commence and diligently restore the Horizontal Improvements.

2. **Extent of Lessor's Obligation to Restore.** If Lessor is required or elects to restore the Leased Premises as provided in Section 9.A.1, Lessor shall not be required to restore Lessee's trade fixtures or Lessee's personal property or equipment.

3. **Effect of Termination.** If this Lease is terminated following a casualty pursuant to this Section 9.A.1, (i) Lessor shall be entitled to receive and retain all the insurance proceeds relating to insurance policies insuring Lessor resulting from or attributable to such casualty, except for those proceeds payable under policies also insuring the interests of Lessee, and insurance proceeds equaling the amount paid by Lessee for the Building pursuant to the monthly Building Rent payments in Section 4 of this Agreement; and (ii) Lessee shall be entitled to receive and retain all the insurance proceeds relating to insurance policies insuring Lessee resulting from or attributable to such casualty.

4. **Abatement of Monthly Rent and Monthly Building Payment.** During any period when Lessee cannot reasonably use all or any portion of the Leased Premises for the conduct of Lessee's business by reason of a casualty, Annual Rent shall be equitably abated in proportion to the degree of such interference, and the City shall be responsible for any payments due under the Loan. Such abatement shall commence upon the date of the casualty and shall end upon the sixtieth (60th) day following delivery of the affected portion of the Leased Premises with the Restoration complete (or termination of this Agreement as provided herein), it being agreed that Lessee shall be permitted sixty (60) days after such delivery to install its furniture, fixtures and equipment. Lessee shall not be entitled to any compensation or damages from Lessor for loss of the use of the Leased Premises except as provided in this Section 9 in the event of termination by either party, Lessee's personal property, alterations or other damage or any inconvenience occasioned by a casualty or by the repair or restoration of the Leased Premises thereafter.

B. **CASUALTY - LESSEE OWNS BUILDING.**

1. **Casualty.** If, during the portion of the Term in which Lessee owns the Building, the Leased Premises are totally or partially destroyed, rendering the Leased Premises totally or partially inaccessible or unusable, Lessee in its sole discretion may elect to (i) Restore the Leased Premises, (ii) construct new improvements in a configuration determined by Lessee and approved by Lessor in its reasonable discretion, or (iii) if the estimated period to complete the Restoration exceeds 120

days, terminate this Lease; provided that if Lessee elects such termination, Lessee shall either Restore pursuant to clause (i) or raze the Building prior to the date of such termination. If Lessee elects to proceed under clauses (i) or (ii), Lessee shall use commercially reasonable efforts to promptly commence and use diligent efforts to complete such action.

2. **Effect of Termination.** If this Lease is terminated following a casualty pursuant to this Section 9B, (i) Lessor shall be entitled to receive and retain all the insurance proceeds relating to insurance policies insuring Lessor resulting from or attributable to such casualty, except for those proceeds payable under policies obtained by and insuring Lessee, and (ii) Lessee shall be entitled to receive and retain all the insurance proceeds relating to insurance policies insuring Lessee resulting from or attributable to such casualty, except for those proceeds payable under policies obtained by and insuring Lessor.

3. **Abatement of Base Rent.** During any period when Lessee cannot reasonably use all or any portion of the Leased Premises for the conduct of Lessee's business by reason of a casualty, Annual Rent shall, to the extent Lessee is using commercially reasonable efforts to restore or otherwise construct new improvements on the Leased Premises, be equitably abated in proportion to the degree of such interference. Such abatement shall commence upon the date of the casualty and shall end upon the date the Leased Premises is restored or other replacement improvements have been completed (or termination of this Agreement as provided herein). If Lessee elects to raze the Building and Improvements pursuant to Section 9.B.1 above, Annual Rent shall be abated as provided herein until such election is made by Lessee. Lessee shall not be entitled to any compensation or damages from Lessor for loss of the use of the Leased Premises, Lessee's personal property, alterations or other damage or any inconvenience occasioned by a casualty or by the repair or restoration of the Leased Premises thereafter.

PART TEN
TERMINATION OF AGREEMENT, ASSIGNMENT, AND TRANSFERS

A. **TERMINATION.** This Agreement shall terminate without action by either party at the end of the Term.

B. **TERMINATION BY LESSEE.** Lessee may terminate this Agreement after:

1. Material default by Lessor in the performance of a covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Lessee, unless Lessor is diligently attempting to remedy such default in which case Lessor shall be allowed such reasonable time as may be required.

2. Upon Lessee giving ninety (90) days written notice to the Lessor pursuant to Section 12.G. of this Agreement and immediately upon or after the occurrence of any of the following events:

   a. The failure or refusal of the Federal Aviation Administration (FAA) to permit the Lessee to operate into, from, or through the Kissimmee Gateway Airport during which time rent will abate; or

   b. The duly enactment and implementation of a City, State, or Federal law, order, rule or regulation which is directly binding on the Leased Premises and the operation of the Lessee which directly results in (i) the inability of the Lessee to use or access the Leased Premises in a manner substantially similar to that which existed prior to such interference, or (ii) loss of any of the use classifications in Section 6.A., in either case, for a period longer than one hundred eighty days (180) days during which time rent will abate; or

   c. Lessee may terminate this Lease for convenience following the fifteenth anniversary of the Commencement Date, subject to the Loan being paid in full, by providing written notice to the Lessor at least one year prior to the termination. Lessee may not terminate for convenience prior to the fifteenth anniversary of the Commencement Date. Lessor shall not be required to purchase the Building back if Lessee terminates for convenience. Lessee shall maintain the Building during the one-year period, as required under this Agreement, and cooperate with Lessor in allowing Lessor to show the Building to potential lessees. Lessee may not terminate for convenience prior to the fifteenth anniversary of the Commencement Date.

3. If this Lease is terminated pursuant to Section 10.B.1, concurrently with the termination of this Lease, Lessor shall purchase the Building back from Lessee in its then current condition for the Purchase Price, as defined in Section 14, plus the costs of any alterations, additions or improvements made to the Improvements by Lessee during the Term, subject to straight line amortization form the completion of said improvements until the termination date, or if still owned by the City, the Lessor shall pay the amount paid by Lessee pursuant to the monthly Building Rent payments and any additional amounts paid by Lessor toward payment of the Loan under Section 4. On the date Lessor pays such purchase price to Lessee, Lessee shall deliver a bill of sale to Lessor therefore (without any representations or warranties but free of any monetary liens created by Lessee).

4. If this Lease is terminated pursuant to Section 10.B.2.a or 10.B.2.b, concurrently with the termination of this Lease, Lessor shall purchase the Building back from Lessee in its then current condition for the Purchase Price, as defined in Section 14, subject to straight-line amortization over the remaining Term, plus the costs of any alterations, additions or improvements made to the Improvements by

Lessee during the Term, subject to straight line amortization form the completion of said improvements until the termination date, or if still owned by the City, the Lessor shall pay the amount paid by Lessee pursuant to the monthly Building Rent payments and any additional amounts paid by Lessor toward payment of the Loan under Section 4. On the date Lessor pays such purchase price to Lessee, Lessee shall deliver a bill of sale to Lessor therefore (without any representations or warranties but free of any monetary liens created by Lessee).

C. **EXERCISING LESSEE'S RIGHTS OF TERMINATION.** Lessee may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the Lessor.

D. **TERMINATION BY LESSOR.** Lessor may terminate this Agreement in the event Lessee shall:

1. Be in arrears in the payment of the whole or any part of the rent or other fees, payments, or sums due under this Lease for a period of sixty (60) days after written notice and the time such payments become due;

2. Make a general assignment for the benefit of creditors;

3. File a voluntary or involuntary petition in bankruptcy;

4. Abandon the Leased Premises;

5. Default in the performance of any of the covenants, agreements and conditions required herein to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default (except as to the nonpayment of rent or other payments as set forth in section 1), unless Lessee is diligently attempting to remedy such default in which case Lessee shall be allowed such reasonable time as may be required;

6. Appoint or to cause the appointment of a receiver for Lessee; or

7. Violate local, state, federal, or Lessor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this Agreement and such default continues for a period of sixty (60) days after receipt of written notice from Lessor of said default, unless Lessee is diligently attempting to remedy such default in which case Lessee shall be allowed such reasonable time as may be required.

If this Lease is terminated pursuant to this Section 10.D, and Lessee has acquired the Building pursuant to the Purchase Option below, concurrently with such termination of this Lease, Lessor shall purchase the Building back from Lessee in its then current condition for the Purchase Price, subject to the straight-line amortization over the

remaining Term, plus the costs of any alterations, additions or improvements made to the Improvements by Lessee during the Term, subject to the straight-line amortization of those costs over the remaining Term, less the direct and actual damages suffered by Lessor as a result of Lessee's breach hereunder (with Lessor having the obligation to mitigate such damages). On the date Lessor pays such Purchase Price to Lessee, Lessee shall deliver a bill of sale to Lessor therefor (without any representations or warranties but free of any monetary liens created by Lessee). If this Lease is terminated pursuant to this Section 10.D and Lessee has not acquired the Building, concurrently with such termination of this Lease, Lessor shall repay to Lessee the amount paid by Lessee pursuant to the monthly Building Rent payments and any additional amounts paid by Lessor toward payment of the Loan under Section 4, plus the costs of any alternations, additions or improvements made to the Building and Improvements by Lessee during the Term.

E. **WAIVER OF STATUTORY NOTICE TO QUIT**. In the event Lessor exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section 10.D., Termination by Lessor, a notice of termination shall be sufficient to terminate this agreement. Upon such termination, Lessee agrees that it will forthwith surrender possession of the Leased Premises to Lessor. Lessee will be given access to Leased Premises to remove its property following termination.

F. **SUBLETTING AND ASSIGNMENT.** Lessee may not assign, rent or sublease the Leased Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Lessor may not withhold consent if the proposed assignment or sublease otherwise satisfies any minimum requirements contained in the Service Standards or other similar standards applicable at the Airport. Lessee may, with the prior written consent of Lessor, assign this Agreement. The assignee shall not assign the Agreement except with the prior written consent of the Lessor, which shall not be unreasonably withheld, conditioned, or delayed, and any assignment by the Lessee shall contain a provision to this effect.

Notwithstanding anything to the contrary in Section 10.F, Lessee shall have the right without obtaining Lessor's consent, to assign the Lease, to sublet the Leased Premises or otherwise transfer Lessee's interest under the Lease to: (i) any parent, affiliate or subsidiary entity of Lessee, (ii) any entity resulting from a merger, consolidation, spin off or split up involving Lessee or its parent entity, if any, (iii) any person or entity acquiring substantially all of the assets or stock of Lessee, (iv) in connection with an initial public offering, or (v) to any third party acquiring the Building following Lessor's failure to exercise its right of first offer in Section 15 below. Any such transfer shall not be subject to the foregoing provisions of Section 10.F, be prohibited or require Lessor’s consent; provided, however, in no such event shall any such transfer affect the continuing primary liability of the assigning party (which, following assignment, shall be joint and several with the assignee(s)), or relieve assigning party of any of its obligations under this Lease). Promptly following a permitted transfer, Lessee shall deliver to Lessor a copy of the agreement by which a transferee (other than Lessee) agrees to assume all liabilities of the Lessee under this Lease arising and relating to periods after such transfer.

G. **MORTGAGES.** Lessee shall at all times and from time to time have the right to encumber by mortgage, deed of trust, or security agreement (the "Mortgage") Lessee's leasehold estate in the Leased Premises, together with Lessee's rights and interests in the Building and Improvements, including all rents, issues, profits, revenues, and other income to be derived by Lessee therefrom, to secure such loans from time to time made to Lessee; provided, however, that such Mortgage shall in no event encumber Lessor's fee title or leasehold interest (as applicable) in the Leased Premises or Lessor's interest under this Lease.

PART ELEVEN
RIGHTS UPON TERMINATION

A. **LEASED PREMISES.** It is the intent of this Agreement that the Phase II Land shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.

B. **REMOVAL OF PERSONAL PROPERTY.** Upon the expiration or termination of this Agreement, all buildings, improvements, and fixtures constructed or placed upon Leased Premises shall revert, free and clear of any mortgage or lien, to Lessor. Lessee shall at all times have the right to remove any of its office supplies, goods, furniture, machinery, equipment, signs, and any other personal property installed on the Leased Premises by Lessee, but shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Lessee within such time shall become the property of the Lessor.

PART TWELVE
GENERAL PROVISIONS

A. **LESSOR'S RESERVED RIGHTS**.

1. City reserves the right: (i) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways (outside of the leased premises) as it may reasonably see fit, and provided that City shall preserve Lessee's rights and privileges (including, but not limited to Section 6) hereunder, City shall be free from any and all liability to Lessee for loss of business or damages of any nature whatsoever to Lessee occasioned by the making of such improvements, repairs, alterations and additions, unless such loss or damages are caused by the negligence or willful misconduct of the City, (ii) to establish such fees and charges for the use of the Airport equally applicable to all others similarly situated from time to time as City may deem advisable (excluding any additional charge for the use of the Leased Premises) and (iii) for itself and others to utilize and maintain any utility and drainage easements located on the Leased Premises, and (iv) to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Leased Premises and to grant necessary utility easements therefore, provided that in the exercise of any of the foregoing rights,

Lessee's use of and access to the Leased Premises and any Building and Improvements, shall not be unreasonably impaired and any damage to the Leased Premises or any Building and Improvements caused by City as a result thereof shall be repaired without cost to Lessee.

2. This Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the terms relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be reimbursement to Lessor for federal funds for the development of the Airport.

B. **NON-INTERFERENCE WITH OPERATION OF AIRPORT.** Lessee by accepting this Agreement expressly agrees for itself and its successors and assigns that it will not make use of the Leased Premises in any manner, which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event this covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the reasonable expense of Lessee.

Lessor shall maintain and keep in repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.

D. **NON-EXCLUSIVE RIGHT.** The Lessee expressly agrees, on behalf of itself and its successors and assigns that to the extent, it has any rights under this Agreement to conduct any activity on the Airport property, except as to the Leased Premises, such rights are nonexclusive and City has reserved the right to grant similar rights to others at the Airport. The provisions of this subsection shall not confer any rights on Lessee, which have not been expressly granted to Lessee elsewhere in this Agreement.

E. **WAIVER OF JURY TRIAL VENUE**. It is mutually agreed by and between Lessee and Lessor, that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida.

F. **TAXES LICENSES AND PERMITS**. Unless otherwise exempt, Lessee shall pay all personal property taxes which may be assessed against merchandise, or other personal property belonging to the Lessee located on the Leased Premises or other permitted portions of the Airport. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Lessee. Lessee shall obtain and pay for all license, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

F. **PARAGRAPH HEADINGS.** The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

G. **NOTICE.** Whenever any notice is required by this Agreement to be made, given, or transmitted, such notice shall be served by Certified or Registered Mail with return receipt or by nationally recognized overnight carrier, addressed to the Lessor in following manner:

Director of Aviation
Kissimmee Gateway Airport
401 Dyer Boulevard
Kissimmee, FL 34741-4613

and notices, consents and approvals to addressed to Lessee in the following manner:

Cirrus Design Corporation
4515 Taylor Circle
Duluth, MN 55811
Attn: General Counsel

or such other addresses as the parties may designate to each other in writing.

H. **FLORIDA LAW.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.

I. **SUCCESSORS AND ASSIGNS.** All of the terms, covenants, and agreements herein shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

J. **AMERICANS WITH DISABILITIES ACT.** As used herein, "ADA" shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Lessor hereby represents and warrants that the proposed Building and Improvements shall comply with ADA on the Commencement Date. Thereafter, Lessee shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the City to enable the City to meet its ADA obligations with respect to Lessee's operations) as a result of (i) any improvements or modifications which it makes to the Leased Premises, (ii) its particular use of the Leased Premises (as opposed to mere occupancy), and (iii) subject to any other limitations in this Lease (including Section 7.B.8), any changes to the ADA after the Effective Date. Any modification to the Leased Premises, which Lessee is required to make under this Section, shall be performed in accordance with applicable laws. In the event the Lessee shall fail to construct or modify any improvements to the Leased Premises as required under this Section, the City shall have the right to enter the Leased Premises and perform such modifications on the Lessee's behalf, without liability for any disruption to the Lessee's activities therein during the completion of or as a result of such modifications, and the reasonable cost of such modifications shall be invoiced to the Lessee and shall be promptly paid by the Lessee to the City as additional Rent hereunder.

K. **ATTORNEY FEE PROVISION**. In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable attorney's fees incurred in connection therewith.

L. **RADON GAS NOTICE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

M. **PUBLIC ENTITIES CRIME NOTICE.** The Lessee acknowledges the following notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of $35,000 for a period of 36 months from the date of being placed on the convicted vendor list.

N. **BROKER LANGUAGE**. City and Lessee represent and warrant to each other that they have dealt with no broker in connection with this Agreement and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.

O. **ESTOPPEL PROVISION.** At the request of either party, the other shall with reasonable promptness deliver to the requesting party a written and acknowledged statement that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that to the best of the responding party's knowledge, the requesting party is not in default under this Agreement (or if the responding party has knowledge that the requesting party is in default, identifying the default), and providing such other information with respect to the Agreement and the relationship between City and Lessee as may reasonably be requested. In addition, at the City's request, Lessee shall promptly execute and return to City a short form memorandum of this Agreement, which may be recorded in the public records of Osceola County, Florida in City's sole discretion.

P. **ENGINE RUNUPS.** Except to the extent that noise restrictions of any governmental City having jurisdiction thereover may preclude or limit the same, Lessee shall have the right to conduct engine runups at the Leased Premises, and/or the nonexclusive right in common with others, to conduct engine runups on the Airport at such location or locations as City may designate from time to time for such purposes, in reasonable proximity to the Leased Premises on the Airport, and subject to the reasonable rules and regulations of City.

PART THIRTEEN
ENVIRONMENTAL MATTERS

A. **STORAGE TANKS.**

1. Lessor hereby represents and warrants that any above and underground storage tanks existing on the Leased Premises on the Commencement Date comply with all applicable federal, state, and local government regulations relating thereto. From and after the Commencement Date, Lessee shall (subject to Lessor's representation and warranty herein) agree to comply with all applicable federal, state, and local government regulations regarding above and underground storage tanks existing on the Leased Premises on the Commencement Date and as hereafter may be enacted or amended. Specifically, Lessee agrees that all regulated above or underground storage tanks owned or operated by it and located on the Leased Premises or which might discharge on or under the Leased Premises shall be registered with the appropriated federal, stated, and local authorities; shall be constructed of approved materials; shall, if existing, be appropriately retrofitted pursuant to current federal, state, and local requirements; shall have an approved method of leak detection; and shall be made available for compliance inspection at all times during normal business hours. ("Approved" for purposes of this provision shall mean: "determined to meet applicable federal and state environmental regulatory requirements.") Further, Lessee agrees to properly record, maintain, and reconcile all inventory records required by appropriate federal, state, and local regulations and to make such records available for inspection at the Leased Premises during normal business hours upon not less than 48 hours prior notice from Lessor.

2. Lessee shall comply with the financial responsibility requirements set forth in 40 U.S.C. 280 by obtaining at least one million dollars ($ 1,000,000.00) of third-party liability insurance and one million dollars ($1,000,000.00) of restoration (cleanup) insurance as coverage for all petroleum storage tank activities conducted by Lessee on or adjacent to the Leased Premises. Such insurance must be maintained in effect during the entirety of the term of this Agreement and proof of such insurance must be provided to Lessor prior to the operation or installation of any regulated above or underground petroleum storage tanks on or about the Leased Premises. This insurance requirement may be satisfied by qualification for and compliance with the Florida Petroleum Liability Insurance and Restoration Program as established by Section 376.3072, Florida Statutes.

B. **INDEMNIFICATION.** Lessor agrees to indemnify and hold the Lessee Indemnified Parties harmless from and against all liabilities, claims, judgment, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to or death of any person, resulting or arising from any Hazardous Materials existing on the Leased Premises as of the Commencement Date or introduced thereafter by Lessor or any other third party or the failure of any above or underground storage tanks existing on the Leased Premises on the Commencement Date to comply with all applicable federal, state, and local government regulations relating thereto.

C. **HAZARDOUS MATERIALS COVENANTS.**

1. Lessee hereby represents and warrants to and for the benefit of Lessor that Lessee shall dispose of any Hazardous Materials (hereinafter defined) placed upon the Leased Premises or any portion thereof by Lessee during the Term in accordance with all applicable laws so as to prevent Hazardous Materials Contamination. From purposes hereof the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. *6901 et seq.), as amended from time to time, and regulations promulgated thereunder, (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 24, *6901, et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos (iv) polychlorinated biphenyls; (v) urea formaldehyde: (vi) any substance the presence of which on the Leased Premises is prohibited by the City; (viii) petroleum-based materials (with the exception of tires affixed to vehicles); and (ix) any other substance which is defined as hazardous, toxic, infectious, or radioactive by any laws or by any other legal requirements affecting the Leased Premises. The term "Hazardous Materials Contamination" shall mean and refer to the contamination of the Leased Premises, soil, surface water, ground water, air, or other elements on or off the buildings, facilities, soil, surface water, ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials placed on the Leased Premises by Lessee during the Term emanating from the Leased Premises at any time.

2. In addition to and without limiting the generality of any other provisions of this Agreement, Lessee shall and hereby does indemnify and hold the City harmless from and against any damages, expenses, fees, claims, demands, causes of action, judgments, costs, fines, penalties, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, and costs and expenses of response, remedial, and corrective work and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those term are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Lessee or Lessee's employees, agents, delegates, invitees, licensees, concessionaires, contractors, or representatives, of any Hazardous materials, or (ii) any occurrence of Hazardous Materials Contamination affecting the Leased Premises caused solely by Lessee. Notwithstanding anything to the contrary in this Lease, (1) in no event shall Lessee be responsible for any Hazardous Materials, fuel petroleum products, or other materials, whether hazardous or not, that exist on the Leased Premises on or before the Commencement Date, and (2) Lessee's obligations under this Lease with respect to Hazardous Materials shall apply only in connection with, and to the extent of, hazardous materials and substances brought onto the Leased Premises by Lessee or Lessee's employees, agents or contractors during the Term. The provisions of this Section shall survive any acquisition of the Leased Premises by the City, and such provisions shall remain in full force and effect as long as the possibility exists that the City may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs, liabilities, and all losses.

3. Lessor shall be responsible for any and all remedial action with respect to any Environmental Problem at the Leased Premises which exists prior to the Commencement Date. The Parties hereby acknowledge that City shall conduct a Phase I Environmental Site Assessment (ESA) report of the Leased Premises, prior to the notice to proceed of any construction of the Building. The Lessee shall not be obligated to take possession of the Leased Premises until completion of the Phase I, and any remediation work identified by this report or a Phase II report has been completed by Lessor. The Phase I conducted shall act as the "Baseline" to establish the environmental condition of the Leased Premises at the time of the commencement of possession by Lessee. For the purpose of this Lease, "Environmental Problem" shall mean any (i) contamination of the Leased Premises, soil, surface water, ground water, air or improvements on the Leased Premises prior to the Commencement Date, (ii) any failure of the Leased Premises to comply with all applicable laws, including environmental Laws, and (iii) any recognized environmental condition identified in the Phase I to be conducted by Lessor as provided herein.

4. Within thirty (30) days of the expiration of this Agreement, Lessor shall prepare an environmental report equivalent to Phase I and, if the results of the Phase I reasonable demonstrate a need for one, a Phase Il, to include borings to establish the environmental condition of the Leased Premises as of expiration of the Agreement. In the event it is determined that Lessee released pollutants onto the Leased Premises during Term (by comparison to the Baseline) in amounts which violate any applicable Federal, State or local governmental standards, Lessee shall be responsible for any and all action reasonably necessary to remediate such condition in accordance with applicable Laws.

PART FOURTEEN
PURCHASE OPTION

A. **PURCHASE OPTION.** Subject to and in accordance with the terms of this Section 14, Lessee shall have the option to purchase the Building in the event the laws of the State of Florida ever allow such a purchase at the actual costs to construct the Building plus subsequent improvements to the Building paid for by the City and minus Building Rental payments made to that date. (“Purchase Option”).

B. **EXERCISE OF PURCHASE OPTION.** Lessee may exercise the Purchase Option by delivering written notice to Lessor of Lessee's intent to exercise the Purchase Option anytime during the Term of this Agreement. Lessee's notice to Lessor exercising the Purchase Option shall be referred to herein as "Lessee's Option Notice".

C. **TITLE AND SURVEY REVIEW.** For a period of seventy-five (75) days after Lessee's Option Notice (the "Due Diligence Period"), Lessee may complete any physical inspections of the Building, and obtain, at its expense, a current title commitment from a title company selected by Lessee (the "Title Company") and survey for the Leased

Premises. Prior to the end of such seventy-five (75) day period, Lessee may make written objections as to the current status of title or to the contents of the survey ("Lessee's Objection Notice"), except that Lessee may not object to any exceptions created by Lessee during the Term. Within ten (10) days of Lessor's receipt of Lessee's Objection Notice, Lessor shall notify Lessee, in writing, whether or not it intends to correct the deficiencies contained in Lessee's Objection Notice ("Lessor's Objection Response"); provided, however, that Lessor shall not have any obligation to remove any exceptions to title except for mortgages, mechanics, tax and judgement liens and any other monetary liens created by or through Lessor (collectively, "Monetary Liens"). For Monetary Liens and those matters that Lessor elects to cure pursuant to Lessor's Objection Response, Lessor shall have thirty (30) days to remove such items or cause such items to be removed at or prior to Closing. If Lessor does not elect in Lessor's Objection Response to cure all of the deficiencies specified in Lessee's Objection Notice or if Lessor does not cure all Monetary Liens or any deficiencies that Lessor elected in Lessor's Objection Notice to cure within thirty (30) days after Lessor's Objection Response, then in either such event Lessee may elect to: (i) waive such deficiencies and proceed to Closing; (ii) withhold from the Purchase Price an amount sufficient to remove such objection from title (or for Title Company to insure over such objection), or (iii) terminate the Purchase Option upon written notice to Lessor, in which case this Lease shall expire on the later of the last day of the originally scheduled Term or thirty (30) days after the date Lessee delivers such termination notice.

In addition to the foregoing, if Lessee determines that the Building is unsuitable for Lessee's purposes during the Due Diligence Period, Lessee may rescind Lessee's Option Notice, and not purchase the Building by delivering written notice of such election to Lessor prior to the expiration of the Due Diligence Period.

D. **CLOSING**. The closing ("Closing") shall take place at the offices of the Title Company thirty (30) days after the expiration of the Due Diligence Period (the "Closing Date"). The Closing shall be an escrow closing so each party will deliver any applicable closing documents and funds to the Title Company on or before the Closing Date. At Closing, Lessor shall deliver (i) warranty bill of sale for the Building and a Declaration of Severance (severing the Building from Lessor's fee interest on the underlying land), each in form and substance reasonably acceptable to Lessee, (ii) a certificate indicating that, on the Closing Date: (A) there are no outstanding Monetary Liens (other than those to be paid at Closing), or bankruptcies against or involving Lessor, or the Building; (B) there has been no skill, labor or material furnished to the Building at Lessor's request for which payment has not been made and for which mechanics' liens could be filed; (C) Lessor has no knowledge of any unrecorded easements, leases. licenses, or other agreements granting a party the right to use, occupy or acquire all or any portion of the Building, Improvements or the Leased Premises, including purchase rights or options; and (D) affirming any other matters reasonably necessary for the Title Company to remove the "standard exceptions" from Lessee's policy of title insurance, if Lessee so chooses to obtain one, and (iii) a FIRPTA certificate. Concurrently with the Closing, Lessee may assign the Purchase Option to any designee.

E. **PRORATIONS**. Lessee shall pay all real estate taxes and installments or special assessments that Lessee is obligated to pay under this Lease and that are otherwise due and payable in the year of Closing and thereafter. Lessee shall receive a credit at Closing for all monthly Building Rent payments and any additional amounts paid by Lessor toward payment of the Loan paid prior to Closing. Lessor shall pay any transfer or sales taxes and one-half of any closing costs charged by the Title Company. Lessee shall pay for the cost to record the Declaration of Severance, any premiums to obtain a leasehold title policy, and one-half of any costs charged by the Title Company. Any other closing costs shall be paid and allocated in accordance with local custom. If Lessor fails to close as required herein, Lessee may, in addition to any other remedies provided at law or equity, rescind its Purchase Option or pursue specific performance.

PART FIFTEEN
RIGHT OF FIRST OFFER

A. **OFFER NOTICE.** Following Lessee's purchase of the Building pursuant to the Purchase Option above, if Lessee desires to sell the Building during the Term to a third party which is not affiliated with Lessee, Lessee shall first provide a written notice (the "Offer Notice") to Lessor of Lessee's intention to sell the Building. The Offer Notice must describe the proposed sales price for the Building and any other material terms and conditions of the proposed sale. Lessor shall have the right to purchase the Building at the price and upon the terms and conditions stated in the notice, which right may only be exercised by delivering written notice to Lessee within thirty (30) days after Lessee's delivery of the Offer Notice. If Lessor does not timely exercise its right to purchase the Building, then Lessor's right of first offer shall lapse and Lessee shall be free to (i) sell the Building to a third party for not less than 90% of the purchase price or on terms materially more favorable than offered to Lessor, and provided further that if Lessee does propose to sell the Building for less than 90% of the purchase price or upon materially more favorable terms, then Lessor's right of first offer as to the Building hereunder shall automatically revive; and (ii) assign all of Lessee's right, title and interest under this Lease to such purchaser without Lessor's consent or approval.

B. **EXERCISE OF RIGHT**. If Lessor timely and properly exercises its right to purchase the Building, Lessor and Lessee shall promptly negotiate in good faith and execute a purchase agreement containing the purchase price and other terms and conditions negotiated as set forth in Section 15.A above.

Signature page to follow

DRAFT

IN WITNESS THEREOF, the Parties now sign, agree to, and enter into this Agreement on the day and year first above written.

By:
Name:

CITY OF KISSIMMEE, FLORIDA

_____
Jackie Espinosa, Mayor - Commissioner

ATTEST:

By: _____
City Clerk

Approved as to form and legal sufficiency

By: _____
City Attorney

Exhibit A Sketch of Legal Description for the 8 acres

Exhibit B FAA Required Contract Provisions

Exhibit C-1 Site Civil Improvements Plans and Specifications

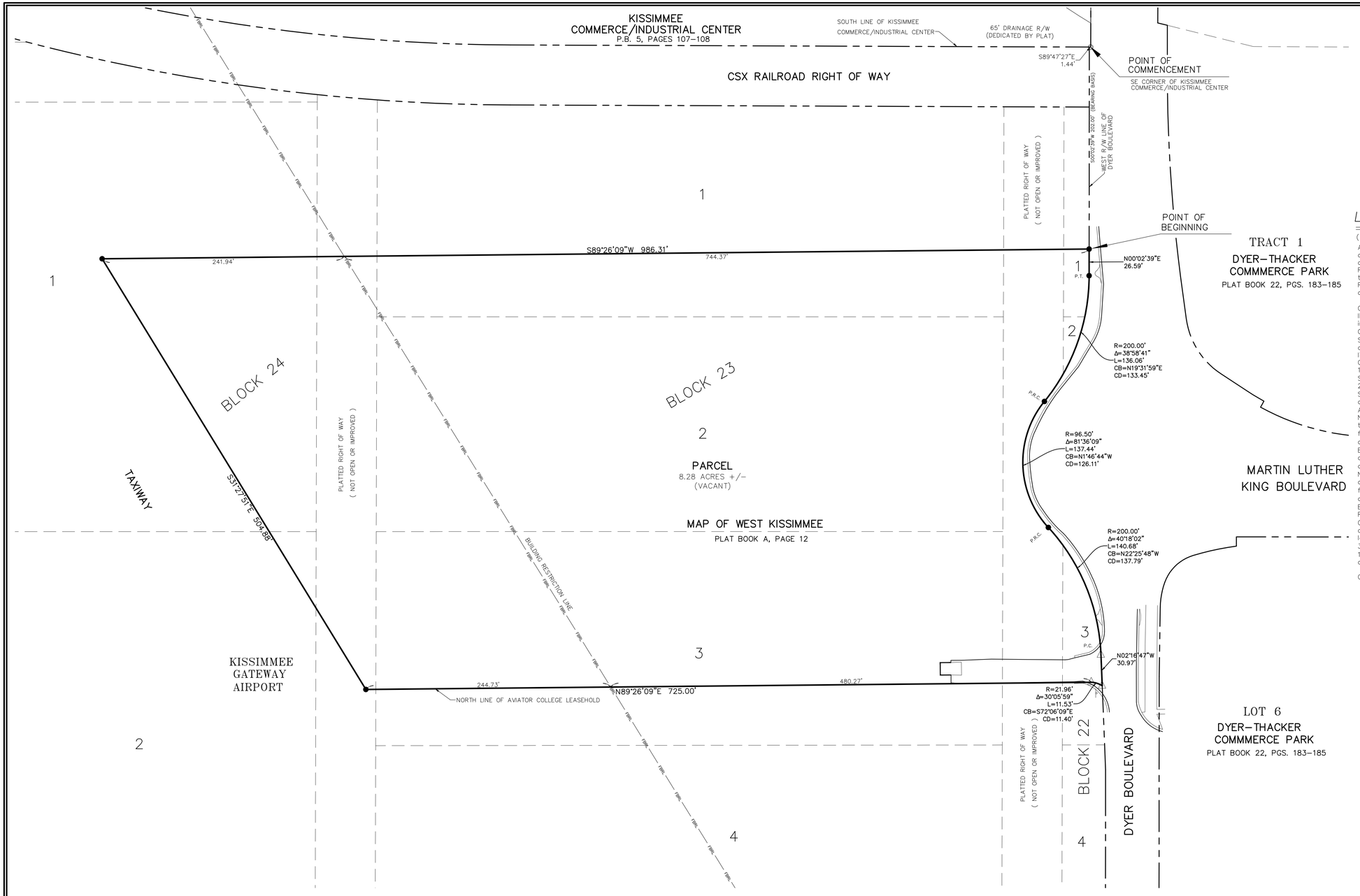
Exhibit C-2 Building Improvements Plans and Specifications

Exhibit D-1 Cost Matrix

Exhibit D-2 Timeline

Exhibit E Service Standards

Exhibit F Procurement Process



LEGAL DESCRIPTION:

(AS PREPARED BY SURVEYOR)

A parcel of land being a portion of Lots 1, 2 and 3, Block 22, and a portion of Lots 1 and 3 and all of Lot 2, Block 23 and a portion of Lots 1 and 2, Block 24 and portions of platted Right of Ways, MAP OF WEST KISSIMMEE, according to the plat thereof, as recorded in Plat Book A, Page 12 of the Public Records of Osceola County, Florida and being more particularly described as follows:

Commence at the Southeast corner of KISSIMMEE COMMERCE / INDUSTRIAL CENTER, according to the plat thereof, as recorded in Plat Book 5, Pages 107 and 108 of the Public Records of Osceola County, Florida; thence run N89°47'27"W along the South line of said KISSIMMEE COMMERCE / INDUSTRIAL CENTER, a distance of 1.44 feet to a point on the West Right of Way line of Dyer Boulevard as shown on the Plat of DYER–THACKER COMMERCE PARK, as recorded in Plat Book 22, Pages 183 to 185 of the Public Records of Osceola County, Florida; thence S00°02'35"W, along said West Right of Way line, a distance of 202.00 feet to the POINT OF BEGINNING; thence run S89°26'09"W, a distance of 986.31 feet; thence run S31°27'51"E, a distance of 504.88 feet to a point on the North line of Aviator College Leasehold; thence run N89°26'09"E, along said North line, a distance of 725.00 feet to a point on a non tangent curve, concave to the South, having a Radius of 21.96 feet and a Central Angle of 30°05'59"; thence run Easterly along the arc of said curve, a distance of 11.53 feet (Chord Bearing = S72°06'09"E, Chord = 11.40 feet) to a point on aforesaid West Right of Way line; thence along said West Right of Way line of Dyer Boulevard the following five (5) courses: run N02°16'47"W, a distance of 30.97 feet to the Point of Curvature of a curve concave to the West, having a Radius of 200.00 feet and a Central Angle of 40°18'02"; thence run Northerly along the arc of said curve, a distance of 140.68 feet (Chord Bearing = N22°25'48"W, Chord = 137.79 feet) to a Point of Reverse Curve to the right having a Radius of 96.50 feet and a Central Angle of 81°36'09"; thence run Northerly along the arc, a distance of 137.44 feet to a Point of Reverse Curve to the left having a Radius of 200.00 feet and a Central Angle of 38°58'41"; thence run Northerly along the arc, a distance of 136.06 feet to the Point of Tangency; thence run N00°02'39"E, a distance of 26.59 feet to the POINT OF BEGINNING.

Containing 8.28 acres, more or less

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 1990 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS). REFERENCE BEARING BEING THE WEST RIGHT OF WAY LINE OF DYER BOULEVARD AS S00°02'39"W.

THIS IS NOT A BOUNDARY SURVEY. NO PROPERTY CORNERS WERE SET OR FOUND AS A PART OF THIS SKETCH.

THE SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHTS–OF–WAY OF RECORD.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFICATION:

I HEREBY CERTIFY TO:

CITY OF KISSIMMEE

RICHARD D. BROWN, P.S.M.
STATE OF FLORIDA
REGISTRATION NO. 5700
(NOT VALID WITHOUT EMBOSSED SEAL)

9-20-2021
DATE

ABBREVIATIONS

P.B. PLAT BOOK
D.B. DEED BOOK
Bk. BOOK
PG. PAGE
SECT. SECTION
TWP. TOWNSHIP
RGE. RANGE
COR. CORNER
NO. NUMBER
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
BM BENCHMARK
C.B.S. CONCRETE BLOCK & STUCCO
(C) CALCULATED
(P) PLAT
(D) DESCRIBED
(M) MEASURED
C.B. CHORD BEARING
CH. CHORD
R. RADIUS
L LENGTH
Δ DELTA
T TANGENT
C/L CENTERLINE
° DEGREES
' MINUTES
" SECONDS
± MORE OR LESS
L.B. LICENSED BUSINESS
L.S. LICENSED SURVEYOR
B.W.F. BARBED WIRE FENCE
H.W.F. HOG WIRE FENCE
C.L.F CHAIN LINK FENCE
W.F WOOD FENCE
E.P. EDGE OF PAVEMENT
FRM. FRAME
O/S OFFSET
ALL PROPERTY CORNERS AS NOTED
D.U.E. DRAINAGE AND UTILITY EASEMENT
ID IDENTIFICATION
P.C.P PERMANENT CONTROL POINT
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
F.F. FINISH FLOOR ELEVATION
L.F.E. LOWEST FLOOR ELEVATION
R/W RIGHT OF WAY
O.R. OFFICIAL RECORDS
STY. STORY
CONC. CONCRETE
EL. ELEVATION
P.T. POINT OF TANGENCY
P.C. POINT OF CURVE
P.R.C. POINT OF REVERSE CURVE
P.I. POINT OF INTERSECTION
N.&T. NAIL AND TAB
C.M.P. CORRUGATED METAL PIPE
R.C.P. REINFORCED CONCRETE PIPE
INV. INVERT
FD. FOUND
P.R.M. PERMANENT REFERENCE MONUMENT
TX TRANSFORMER
OHE OVERHEAD POWER LINE
BT BURIED TELEPHONE LINE
GAS BURIED GAS MAIN
W BURIED WATER LINE
SAN BURIED SANITARY SEWER LINE

LEGEND

BENCHMARK
WOOD POWER POLE
CONCRETE LIGHT POLE
GUY WIRE ANCHOR
RUNWAY LIGHTS
SIGN
FIRE HYDRANT
SANITARY SEWER M.HOLE
STORM SEWER M.HOLE
GAS VALVE
TELEPHONE RISER BOX
METAL LIGHT POLE
COMM. CONTROL BOX
GAS METER
UNDERGROUND GAS MARKER
FIBER OPTIC MARKER
WATER VALVE
WATER METER
CABLE TELEVISION RISER BOX
WOOD LIGHT POLE
WELL
ELECTRIC CONTROL BOX
ELECTRIC TRANSFORMER
FIBERGLASS LIGHT POLE

SKETCH OF DESCRIPTION

PARCEL No. 8

REVISIONS	REVISIONS
REV. TITLE 9/9/21	

SECT. 20 TWP. 25 S. RGE. 29 E.

CAD FILE# 21–237 8 ACRE PARCEL S–L.DWG

DATE OF SKETCH 9/1/21 | JOB #21–237 | SCALE: 1"=50' | DRAWN BY: BHJ | CHECKED BY: RDB

JOHNSTON'S SURVEYING INC
900 Shady Lane, Kissimmee, Florida 34744–8695
(407) 847–2179 ● Fax (407) 847–6140

SHEET 1 OF 1

ITEM 7.Q

Resolution Authorizing the City Manager to Execute Documents Related to Applications for Hazard Mitigation Grant Programs

Request

Adoption of a resolution authorizing the City Manager to execute documents and applications related to the Hazard Mitigation Grant Program to ensure the ability to meet grant deadlines.

Explanation

The City frequently seeks alternate funding opportunities when attempting to mitigate hazards associated with various disasters through the Hazard Mitigation Grant Program. Typically, the City Commission approves requests for staff to seek grant opportunities. However, in some cases, grant deadlines may make it difficult to present the application request to the City Commission before the grant application deadline. The proposed resolution would authorize the City Manager to execute any documents related to applications submitted by the City for funding projects through the Hazard Mitigation Grant Program.

Recommendation

Adopt a resolution authorizing the City Manager to execute documents related to applications associated with the Hazard Mitigation Grant Program.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

Attachment(s):

1. (S) HMGP Milton Resolution - Kissimmee

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT THE APPLICATIONS AND ALL NECESSARY DOCUMENTS RELATED TO THE HAZARD MITIGATION GRANT PROGRAM AND APPROVING THE RECEIPT OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the City Manager to execute and submit the Applications and all necessary documents related to the Hazard Mitigation Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY KISSIMMEE, FLORIDA'S, CITY COUNCIL THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Kissimmee, Florida, hereby approves and authorizes the City Manager to execute and submit the Applications and all necessary documents related to the Hazard Mitigation Grant Program and approves the receipt of funds.

SECTION 3. The City Manager is authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this day _____ of _____, 2025.

ATTEST

By: _____
City Clerk

KISSIMMEE

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
City Attorney

ITEM 8.A
Downtown Kissimmee Activation Incentive

Request

Review and approval of the proposed Downtown Kissimmee Activation Incentive program policy.

Explanation

Downtown Kissimmee Activation Initiative
The City of Kissimmee has established a discretionary incentive program to support the continued revitalization and economic vibrancy of Downtown Kissimmee. This pilot program is designed to attract and support select business concepts that align with the City's vision for a lively, diverse, and engaging downtown district. This incentive is directed towards new businesses owning or leasing space in the Kissimmee Downtown, and not eligible for the CRA Pioneer Grant.

Discretionary Nature
This is not an open or application-based grant program. Incentives are offered solely at the discretion of the City and are intended to be a strategic tool to attract new types of businesses that contribute to the character and vitality of Downtown. The City will identify and engage with businesses and entrepreneurs that bring **unique entertainment experiences**, **creative or destination food and beverage concepts**, and **retail offerings that enhance diversity and foot traffic**, and use this incentive as an attraction tool based on how well their concept aligns with the City's goals, local regulations, ordinances, residents and visitors wants, and the needs of the Downtown area. Incentives are limited, subject to funding availability, and not guaranteed.

Parameters:
1. Target business segments (this list is non-exhaustive and for illustrative purposes only):

- Retail (e.g., boutiques, specialty shops, local artisans).
- Entertainment (e.g., live performance venues, cinemas, arcades, escape rooms).
- Food and Beverage (e.g., restaurants, cafés, food halls, microbrewery/distillery establishments, dessert shops).
- Types of business and uses must meet all local regulations and ordinances.
- Other permitted business segments might be incentivized on a case-by-case basis, at the City's discretion.

2. Incentives:
Financial Assistance:

- **Tenant Improvement Incentive:** 25% reimbursement, up to $50,000, of the cost incurred in interior tenant improvements, build-out, or renovations.
- **Fees:** Development fees waived, up to $5,000.
- **BTR**: Reimbursement of BTR cost
- **Rent Subsidy Program:** 50% reimbursement of rent costs for the first 6 months, up to $10,000

3. Location Focus:
Boundary map:
Incentives offered under this initiative will prioritize new businesses activating vacant or under-utilized

properties within the boundaries below:



Recommendation

Approval of the Downtown Kissimmee Activation Incentive program policy.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: David Rodriguez

Attachment(s):
None

ITEM 8.B
Amendments to Community Redevelopment Agency Incentives Policy

Request

Approval of proposed policy changes to the existing CRA Incentives programs.

Explanation

The Community Redevelopment Agency Incentives program has been assisting businesses in the district for years, with various successful projects now operating in the City. The CRA encourages the development of new projects, the redevelopment of blighted properties, and the re-purposing vacant structures.

The CRA is proposing policy changes to the incentives to build on the interest and momentum Kissimmee is experiencing, encourage developers to invest here, as well as ensure our investments in the businesses stay in Kissimmee. These changes will also ensure sustainability of CRA funding sources, ensuring adequate funds are available for a wider array of future projects and business opportunities.

These revisions include the following:

1. Adjust the grant amount under the Pioneer Project Incentive Program (PPIP) to ten (10) percent of the tangible project cost, up to one and a half ($1.5) million.
2. Amend the grant disbursement schedule, extending it up to five (5) years, depending on the grant amount.
3. Add language to clarify Eligibility Requirements and Procedures.

Recommendation

Approval of the proposed changes to the CRA incentives policy.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: David Rodriguez

Attachment(s):
1. CRA Incentives Policy - DRAFT - redline - Proposed amendments June 2025

Title: Community Redevelopment Agency (CRA) Incentives

Effective Date: TBD Revised Date: ~~February 22, 2024~~May 21, 2025

A. Demolition Services-New Construction

Program Outline

This incentive encourages the development of new facilities along major City corridors and within the Downtown Kissimmee and Vine Street Community Redevelopment Area (CRA) by funding the demolition of structures incompatible with existing or anticipated redevelopment projects.

Demolition (for purposes of this grant program):

Unless expressly defined otherwise, "Demolition" refers to the complete removal of a building or structure in its entirety, down to and including its above-grade structural components such as walls, roofs, floors, and framing. This definition expressly excludes partial demolition, interior-only demolition, and any work that involves alteration, modification, or removal of subsurface or underground infrastructure, including but not limited to foundations below grade, utilities, sewer lines, and other buried systems. Demolition under this definition must result in a cleared site at or above grade, free of above-ground structural elements.

Eligibility Criteria

- The property owner shall assume all responsibility/liability for the site during and after demolition and shall agree for the CRA, or its contractor, to demolish any structures approved for demolition.
- The structure(s) to be demolished shall be free of asbestos and any hazardous materials. The property owner must agree to allow the CRA to determine the presence of such materials prior to demolition, and then remove them from the site or otherwise mitigate the site prior to or during demolition.
- Demolition shall not occur until a permit for new construction has been issued, and all new construction shall begin within ninety (90) days of completion of demolition services. If construction will not occur with the ninety (90) days completion of demolition services, a formal request for an extension must be submitted in writing to and approved by the CRA.
- The property owner shall agree to comply with all terms of the program, understanding that failure to comply shall result in forfeiture of no-cost demolition services.
- The property owner must agree to allow public safety entities to utilize the property while it remains vacant and undeveloped for training exercises, if applicable.
- Governmental entities, tenants of government owned properties, churches, non-profits, and tax-

exempt properties are not eligible for this grant program.

Program Funding

Funds are available on first come, first serve basis. Projects will be considered on a case-by-case basis at the sole discretion of the CRA and any award is contingent upon the availability of funds. Staff will complete the evaluation process and determine project eligibility and level of support.

Procedure

1. Upon receiving an application, CRA staff will determine if the proposed work is eligible for funding.
2. Applicant is responsible for any and all permits required by the City of Kissimmee Building Department. Grant funds cannot be used for permit fees.
3. Once the grant is approved, the applicant will have six months to complete the project with a six-month extension upon written request and written approval by the CRA.
3.4. Work shall not begin until the applicant receives an approval from CRA staff.
5. Upon completion of the project, the applicant will request disbursement of the Demolition grant, providing evidence that ~~with~~ all inspections have been ~~completed and all~~completed, all contractors and materials have been paid in full, ~~verifiable through~~copies of paid invoices, and adequate proof of payment including cancelled checks and banks statements showing payment.
4.6. ~~the~~ CRA staff will review the request and backup documentation and will ~~provide~~ authorize disbursements of grant funds in the amount ~~approved..~~approved.

B. Demolition Services – Blight Removal

Program Outline

This incentive assists with the development of new facilities along major City corridors and within the Downtown Kissimmee and Vine Street Community Redevelopment Areas (CRA) by funding the demolition and related expenses of facilities that fail to meet safety or aesthetic standards.

Demolition (for purposes of this grant program):

Unless expressly defined otherwise, "Demolition" refers to the complete removal of a building or structure in its entirety, down to and including its above-grade structural components such as walls, roofs, floors, and framing. This definition expressly excludes partial demolition, interior-only demolition, and any work that involves alteration, modification, or removal of subsurface or underground infrastructure, including but not limited to foundations below grade, utilities, sewer lines, and other buried systems. Demolition under this definition must result in a cleared site at or above grade, free of above-ground structural elements.

Eligibility Criteria

- The property shall have failed safety or aesthetic standards or is abandoned or a nuisance.
- Applicant shall have no outstanding liens and shall be current on all City and County taxes.

- The property owner shall assume all responsibility/liability for the site during and after demolition and shall agree for the CRA, or its contractor, to demolish any structures approved for demolition.

- The structure(s) to be demolished shall be free of asbestos and any hazardous materials. The property owner must agree to allow the CRA to determine the presence of such materials prior to demolition, and then remove them from the site or otherwise mitigate the site prior to or during demolition.

- The property owner shall agree to comply with all terms of the program.

- The property owner must agree to allow public safety entities to utilize the property while it remains vacant and undeveloped for training exercises, if applicable.
- Governmental entities, tenants of government owned properties, churches, non-profits, and tax-exempt properties are not eligible for this grant program.

Program Funding

Funds are available on first come, first serve basis. Projects will be considered on a case-by-case basis at the sole discretion of the CRA and any award is contingent upon the availability of funds. Staff will complete the evaluation process and determine project eligibility and level of support

Procedure

1. Upon receiving an application, CRA staff will determine if the proposed work is eligible for funding.
2. CRA staff will determine that the site or facility has failed safety or aesthetic standards, is abandoned, or is a nuisance. Upon meeting all eligibility requirements and receiving owner approval, the CRA shall approve the application.
3. Work shall not begin until the applicant receives an approval from CRA staff.
4. Applicant is responsible for any and all permits required by the City of Kissimmee Building Department. Grant funds cannot be used for permit fees.
5. Once the grant is approved, the applicant will have six months to complete the project with a six-month extension upon written request and written approval by the CRA.
6. Upon completion of the project, the applicant will request disbursement of the Demolition grant, providing evidence that all inspections have been completed, all contractors and materials have been paid in full, copies of paid invoices, and adequate proof of payment including cancelled checks and banks statements showing payment.
7. CRA staff will review the request and backup documentation and will authorize disbursements of grant funds in the amount approved.
~~6. Upon completion of the project with all inspections completed and all contractors and materials paid in full, verifiable through paid invoices, the CRA will provide grant funds in the amount approved.~~

C. Pioneer Project Incentive Program

Program Outline

The City of Kissimmee Community Redevelopment Agencies (CRAs) Redevelopment Plans advise the use of developer incentives to attract private sector investment. The creation of a CRA Pioneer Project Incentive Program (PPIP) would incentivize the development of residential, commercial and mixed-use projects in the CRA that ~~would otherwise not happen due to exorbitant local development impact fees.~~

~~The PPIP would support development projects that~~ will positively impact the residential and business community, and the economic sustainability and vitality of the CRA. Qualifying projects are those that are deemed desirable to the CRA and identified as potentially having a significant positive impact on the local economy.

Pioneer projects are defined as follows:

- A residential project that significantly increases the CRA's population.
- An innovative commercial project that creates employment opportunities, materially increases the property's tax value, attracts significant ~~attraction~~ attention to the CRA and/or fills an unmet need in the CRA.
- A mixed-use commercial and residential project.

Eligible projects will be based on:

- Public facilities
- Jobs created
- Number of residential units
- Maximum capital investment
- Connection with the CRA Redevelopment Plan

Eligibility Requirements

- The applicant must clearly identify that there is a financial need for public investment in the project.
- The project will be consistent with the CRA's Design and Technical Standards and the City of Kissimmee Form Based Code.
- Public benefits outlined in the application, in addition to the new capital investment resulting from the project, will strengthen the evaluation of the application.
- Properties must be current on their taxes or be made current upon a change in ownership of the property. Tax exempt projects are not eligible to participate in this program.
- If the applicant is not the owner of the property, the property owner must provide authorization for the applicant to apply.
- The applicant will be required to provide information related to their financial feasibility of the project, to assess financial risks and assess the level of public support requested by the applicant.
- Assistance is available once per property, per a five-year period.
- Applicants that have received any CRA funding for the two preceding years are ineligible.
- Governmental entities, tenants of government owned properties, churches, non-profits, and tax-exempt properties are not eligible for this grant program.

Program Funding

Projects will be considered on a case-by-case basis at the sole discretion of the CRA and any award is contingent upon the availability of funds. ~~Assistance may be made in full within the first year or disbursed over a period of several years.~~ Staff ~~will complete the evaluation process~~review the application and the proposed project, and determine ~~project~~ its eligibility. ~~and level of support~~.

Incentive amount:

If approved, the PPIP incentive will be limited to a ten (10) percent of the tangible project cost, up to one and a half ($1.5) million.

"Tangible Project Cost" is defined as hard, physical costs that directly contribute to the taxable value of the property, including purchase cost (within 12 months), site development, construction costs, permanent building improvements, and value-contributing machinery and equipment, including fixed or permanently installed machinery, systems, and fixtures that are essential to the use and function, or operation of a facility and which materially enhance the value, functionality or utility of a property as a whole. Other costs considered "Softs costs", like architectural, engineering and legal fees, financing costs, furniture, etc., are not eligible for reimbursement.

Disbursement schedule:

- ~~Structures 1,000 SF to 5,000 SF: Award up to~~Up to ~~$~~150,000, disbursed in one payment
- ~~Structures larger than 5,000 SF but less than 10,000 SF:~~ Awards ~~up~~ between $150,001 and~~to~~ $500,000, disbursed in three (3) equal payments, one per year.
- ~~Structures larger than 10,000 SF:~~ Awards greater than $500,001~~–~~, disbursed in five (5) equal payments, one per year (up to $1.5M program maximum)

The CRA reserves the right to approve alternative incentives structures, including (but not limited to) the following:

~~Possible assistance offered through the PPIP includes:~~

- TIF Rebate - A partial to full rebate for a defined of time period.
- Permit Fee, Impact Fee and Mobility Fee Waiver or Reduction - Though the City's regional brownfields designation, the City may offer a partial or complete waiver of permitting fees, impact fees and mobility fees.
- ~~Grant- Awarded on a reimbursement basis, following the completion of the project.~~
- Land contribution

*Additional forms of assistance may be provided on a case by case basis.

Procedure

1. Upon receiving an application, CRA staff will determine if the proposed work is eligible for funding

and meets the definition of a Pioneer project.

2. Upon submittal of application and all documentation and eligibility requirements, the CRA shall approve the application.
3. Work shall not begin until the applicant receives an approval from CRA staff.
4. Applicant is responsible for any and all permits required by the City of Kissimmee Building Department. Grant funds cannot be used for permit fees.
5. Applicant must include a timeline for project completion.
6. Once the grant is approved, the applicant must to complete the project within the timeline submitted with the application, plus up to six additional months. with a six- month extension upon written request and written approval by the CRA.
7. Upon completion of the project, the applicant will request disbursement of the Pioneer Incentive, providing evidence that all inspections have been completed, all contractors and materials have been paid in full, copies of paid invoices, and adequate proof of payment including cancelled checks and banks statements showing payment.
8. CRA staff will review the request and backup documentation and will authorize disbursements of grant funds in the amount approved and subject to the appropriate disbursement schedule.

~~A TIF Abatement and waiver reduction will offset the impact fees incurred by the developer, which have the tendency to the development of major projects.~~

~~Eligible projects will be based on:~~

- ~~Public facilities~~
- ~~Jobs created~~
- ~~Number of residential units~~
- ~~Maximum capital investment~~
- ~~Connection with the CRA Redevelopment Plan~~

~~Staff will complete the evaluation process and determine project eligibility for the PPIP.~~

ITEM 8.C
2025 Policy Agenda Review - Building and Fire Prevention Division Operations

Request

Commission direction on enhancing Building and Fire Prevention operations and activites.

Explanation

As part of the City Commission's 2025 Policy Agenda, Permitting and Licensing Processes Streamlining was identified as a high-priority initiative. This effort will involve the evaluation of the City's Building and Fire Prevention Division, recommendations, and proposed steps for the implementation of improvements and updates.

Please note: This Agenda Priority also includes the Planning and Zoning Division. To avoid confusion for the Commission and the Public, the Planning and Zoning Division portion of the priority will be heard at the City Commission workshop on July 1, 2025.

To begin this process, Building Manager Samantha Bridle will present an overview of the Building and Fire Prevention Division, which operates under the Development Services Department. Her presentation will outline the Division's responsibilities and how it functions in accordance with the Florida Building Code, the National Life Safety Code and City policy.

Following the presentation, Development Services Director Craig Holland will lead a discussion with the Commission to gather feedback, identify concerns, and understand the direction the Commission would like to take moving forward.

This discussion is intended to ensure mutual understanding between the Commission and the staff regarding Building and Fire Prevention's current operations and to clarify the desired path ahead. Once direction is received, staff will be able to determine next steps for enhancing the Division's performance inline with Commission priorities.

Recommendation

City Commission's direction on next steps regarding Building and Fire Prevention operations and activities.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: Development Services
Presenter: Craig Holland

Attachment(s):
None

ITEM 8.D
Advisory Board Vacancy: Board of Adjustment

Request

The Commission is requested to make an appointment to fill a vacancy on the Board of Adjustment.

Explanation

Board of Adjustment Member Wilfredo ("Will") Fonseca has notified the City that he no longer wishes to serve on the board and must resign. Mr. Fonseca's term expired on May 31, 2025. The new term is for a three (3) full-year term, expiring on May 31, 2028. Seat #4 has been assigned to this vacancy.

If no appointment is made, an extension will need to be requested. If no extension is requested, the appointment will automatically roll over to the next Commissioner in the rotation.

Commissioner Rotation:	Appointment Expires:	Advisory Board:	Board Term Expires:	Requirements:
Seat # 4 - Martinez **1 application on file*	06/17/2025	Board of Adjustment	05/31/2028	Member must be a city resident.

Recommendation

The Commission is requested to make an appointment to fill a vacancy on the Board of Adjustment.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. BOA Applicant - Golam Sadat (City Resident)

Advisory Board Application

Submitted on	26 December 2024, 8:32AM
Receipt number	16
Related form version	8

Applicant Information

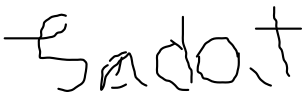
First Name	GOLAM
Last Name	SADAT
Street Address	2640 Horseshoe Bay Dr
City	KISSIMMEE
State	fl
Zip Code	34741
Phone	4078322882
Email	sadat734@gmail.com
Name of Employer	AM PM TRANS INC
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	am pm trans inc
Street Address of Business Owned/Operated by Applicant	2640 Horseshoe Bay Dr
City of Business Owned/Operated by Applicant	KISSIMMEE
State of Business Owned/Operated by Applicant	fl
Zip Code of Business Owned/Operated by Applicant	34741

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Board of Adjustment

	Historic Preservation Advisory Board Parks & Recreation Advisory Board Pension Board - General Employee Pension Board - Police Planning Advisory Board
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	GUEST SERVICE & CUSTOMER CARE : WALT DISNEY WORLD FL (15 YEARS WORKING EXPERIENCE) VICE PRESIDENT : BANGLA SAMITEE (10 YEARS) PRESIDENT : SADAT FOUNDATION (NON PROFIT ORGANIZATION 12 YEARS) MEIDIA CO CHAIR : FOBANA (FEDARATION OF BANGALDESHI ASSOCIATION OF NORTH AMERICA (LARGEST BANGLADESHI NON PROFIT ORGANIZATON IN USA) 13 YEARS EDITOR AND PUBLISHER : PROBASHERNEWS.COM SPECIAL CORESPONDENT : PROTHOMALONY.COM (AS A JOURNALIST -COLUMNIST) PUBLISHED BOOK : 6 PUBLISHED CD : 1 Involved as a community activities in city of kissimee & osceola county last 23 years CEO : FLYONCALL.COM
Please list any special skills or certifications?	SECURIY DIPLOMA : MID FLORIDA TECH ORLANDO INSURANCE CUSTOMER SERVICE 440 LICENSE : FLORIDA STATE COLLEGE OF JACKSONVILLE
Please attach your resume or proof of qualification and/or licenses.	JECKSON VILLE CERTIFICATE.jpg 1000176829.jpg DISNEY 15 YEARS.jpg FOBANA DALAS.jpg SOMITEE CERT.jpg

Demographics & Certifications

Are you a member of any of the following minority groups?	Asian
What is your gender?	Male
Are you physically disabled?	No, I am not physically disabled
Signature	 Link to signature

BANGLADESH SHOMITI OF CENTRAL FLORIDA INC

Proudly Presents 2019 Appreciation Award to

JEWEL SADAT

Journalist, Community Activist

In recognition of his public service
and dedication to the community.


Federation of Bangladeshi Associations in North America
FOBANA
Established in 1987
bant
37th FOBANA CONVENTION 2023
Honorable Award
Presented to
Jewel Sadat
In Recognition of your outstanding contribution to FOBANA 2023
BANGLADESH ASSOCIATION OF NORTH TEXAS (BANT)
DALLAS, TEXAS
SEPTEMBER 3, 2023

Federation of Bangladeshi Associations in North America

Established in 1987

FOBANA®

38th FOBANA Convention 2024

AWARD OF APPRECIATION

Jewel Sadat

Presented to Mr. Jewel Sadat for his outstanding contributions in news media, excellent support to FOBANA and sincere services towards building a better community.

Mohamed Alamgir
Chairman
FOBANA

Abir Alamgir
Executive Secretary
FOBANA

BANGLADESH ASSOCIATION OF GREATER WASHINGTON DC

BAGWDC

Florida State College at Jacksonville

Golam M Sadat

has honorably completed the requirements of the prescribed

Course of Study and is entitled to receive this

Career Certificate

Insurance Customer Service Representative

by order of the Board of Trustees, Florida State College at Jacksonville.

December 14, 2021

Chair, District Board of Trustees

College President