



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JULY 15, 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 Employee Service Awards for April, May, June 2025
 - 3.B Employee of the Month for July
- 4. PUBLIC HEARINGS - FIRST AND SECOND READINGS**

- 4.A Public Hearing - Second First Reading: Proposed Ordinance #25-07 -
Amending Noise measurements, levels, and enforcement.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 1, GENERAL PROVISIONS, SECTION 22, GENERAL PENALTY; AMENDING CHAPTER 22, ENVIRONMENT, ARTICLE II, NOISE, SECTIONS 22-21 DEFINITIONS; SECTION 22-22 APPLICATION; SECTION 22-23 METHOD OF NOISE MEASUREMENTS; SECTION 22-24, MAXIMUM NOISE LEVELS; SECTION 22-25, SPECIFIC PROHIBITED NOISES; SECTION 22-26, ENFORCEMENT; SECTION 22-27, USE OF MECHANICAL LOUDSPEAKERS OR AMPLIFIERS OUT OF DOORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

- 4.B Public Hearing - Second and Final Reading: Proposed Ordinance #25-09 -
Amending alcohol hours of sale for the Downtown CRA.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 4, ALCOHOLIC BEVERAGES, SECTION 4-1, DEFINITIONS, SECTION 4-3, SECTION 4-4 CONDITIONS OF OPERATIONS; HOURS OF SALE; SECTION 4-5 REGULATION OF RESTAURANTS; CREATING SECTION 4-9 AFTER MIDNIGHT ALCOHOL SALES PERMITS FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

- 4.C Public Hearing - Second and Final Reading: Proposed Ordinance #25-10
- Amending the Lien Policy, and Appeal Process.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, AMENDING DIVISION 4, LIEN POLICY; PROVIDING FOR THE ENFORCEMENT AND COLLECTION OF LIENS AND ASSOCIATED FEES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

5. PUBLIC HEARINGS

5.A Public Hearing - Draft of City of Kissimmee 2025-2029 Consolidated Plan and the Program Year 2025 Annual Action Plan

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

7.A Approval of City Commission Minutes from the July 1, 2025 meeting

7.B Police Department Canine Surplus and Retirement

7.C Disaster Response Services Contract with Ceres Environmental Services, Inc.

7.D Authorization to submit an application for the FY2024 Justice Assistance Grant (JAGC) Program

7.E Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health for FY2025

7.F Tohopekaliga Water Authority Service Agreement with Jr. Davis Construction Company, Inc.

7.G City Consent and Joinder as Mortgagee to Easement from Pinnacle at Wesleyan, LLC to Toho Water Authority

7.H Subordination and Resolution of Utility Interests Agreement for Parcel No. 154.04

7.I Cisco Webex Calling Contract Renewal

7.J Shingle Creek Regional Trail, North 2C, Countyline Connector, Post-Design Services

7.K Extension of Continuing Professional Engineering Services Contracts

7.L First Amendment to the Kissimmee Utility Authority Line Extension Agreement for the Haven on Vine

7.M Interest Rate Lock Agreement for Airport Ground and Build to Suit Lease

8. DISCUSSION ITEMS

8.A 2025 Policy Agenda Review - Planning and Zoning Division Operations

8.B Florida League of Cities Voting Delegate 2025

8.C Advisory Board Vacancy: Police Pension Board

8.D Request of Travel Funding

8.E Adoption of the City's Strategic Plan Action Agenda

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

Employee Service Awards for April, May, June 2025

Request

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

Explanation

Five	Kenneth Fagan Carolyn Festa Andres Gomez Sanchez	Fire Police Police
Ten	Julio Acevedo Robert Callahan Rebecca Davis	Parks and Recreation Parks and Recreation Finance
Fifteen	Brandin Suarez	Police
Twenty	Frank Bland	Public Works
Twenty-Five	Christopher Alessandri Raquel Fernandez	Development Services Police
Thirty-Five	Gregory Detwiler	Public Works

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.B

Employee of the Month for July

Request

Staff requests that the City Commission join the City Manager in recognizing Marisela Roura of the City Attorney's Department as the Employee of the Month for July.

Explanation

The City is pleased to announce that Marisela Roura, a dedicated Senior City Paralegal with the City Attorney's Department, has been named Employee of the Month for July. Marisela began her career with the City of Kissimmee three years ago and has quickly become an exceptional member of the team. Marisela has consistently shown a level of dedication, versatility, and kindness that makes her stand out in every way. Her contributions go far beyond her official role.

Marisela's skillset is unmatched, whether she's serving as the clerk for the Code Enforcement Special Magistrate hearings, assisting with bargaining and union negotiations, or stepping in to help other departments with training or staffing needs. Marisela approaches everything with professionalism and a can-do attitude. Marisela brings a fun and positive energy to the workplace that's reflected in her office desk. Filled with thoughtful and festive decorations for each occasion, her desk perfectly reflects her vibrant personality — constantly evolving and full of life! Marisela is a reminder of the joy and light she brings to the office, creating a positive and welcoming atmosphere for everyone around her.

Marisela has received more "BRAVOs" than she knows what to do with. Marisela's hard work, dedication, and personality are deeply appreciated by everyone she works with. Her commitment to teamwork and positive presence make her a key asset to the City and a truly deserving honoree. The City is honored to proudly recognize Marisela for her exceptional service and unwavering dedication to the City of Kissimmee. Her commitment and passion truly exemplify the spirit of excellence that drives our community forward.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

Public Hearing - Second First Reading: Proposed Ordinance #25-07 - Amending Noise measurements, levels, and enforcement.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 1, GENERAL PROVISIONS, SECTION 22, GENERAL PENALTY; AMENDING CHAPTER 22, ENVIRONMENT, ARTICLE II, NOISE, SECTIONS 22-21 DEFINITIONS; SECTION 22-22 APPLICATION; SECTION 22-23 METHOD OF NOISE MEASUREMENTS; SECTION 22-24, MAXIMUM NOISE LEVELS; SECTION 22-25, SPECIFIC PROHIBITED NOISES; SECTION 22-26, ENFORCEMENT; SECTION 22-27, USE OF MECHANICAL LOUDSPEAKERS OR AMPLIFIERS OUT OF DOORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Request

Approve the Second First Reading of the Proposed Ordinance Amending #25-07

Explanation

Noise Ordinance #3070 was adopted on February 21, 2023. The City receives complaints regularly regarding persistent noise violations, which necessitate police and code enforcement response. Through these efforts, it is evident that the noise ordinance needs to be simplified and that fines need to be increased to achieve voluntary compliance.

Recommendation

Approve the Second First Reading of the Proposed Ordinance Amending #25-07

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter: Austin Blake

Attachment(s):

1. Noise Ordinance Update
2. Proof of Readvertisement (Publication Date July 10, 2025)

PROPOSED ORDINANCE NO. 25-07
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 1, GENERAL PROVISIONS, SECTION 22, GENERAL PENALTY; AMENDING CHAPTER 22, ENVIRONMENT, ARTICLE II, NOISE, SECTIONS 22-21 DEFINITIONS; SECTION 22-22 APPLICATION; SECTION 22-23 METHOD OF NOISE MEASUREMENTS; SECTION 22-24, MAXIMUM NOISE LEVELS; SECTION 22-25, SPECIFIC PROHIBITED NOISES; SECTION 22-26, ENFORCEMENT; SECTION 22-27, USE OF MECHANICAL LOUDSPEAKERS OR AMPLIFIERS OUT OF DOORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee Commission finds that regulation of excessive noise is necessary to protect the public health and safety of the citizens of the City of Kissimmee; and

WHEREAS, the City of Kissimmee has received persistent complaints from the public regarding noise violations at establishments that sell alcohol within the Downtown Community Redevelopment Area (hereinafter “Downtown CRA”) and such complaints often lead to a police response; and

WHEREAS, the City of Kissimmee Commission seeks to address these complaints in two ways; and

WHEREAS, the City of Kissimmee Commission believes that the City’s noise ordinance should be simplified and clarified in an effort to gain voluntary compliance; and

WHEREAS, the City of Kissimmee Commission believes penalties for noise violations within the Downtown CRA should be increased in order to achieve further compliance with the City’s noise ordinance; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA IN LAWFUL SESSION ASSEMBLED 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 1. Chapter 1, of the Code of Ordinances of the City of Kissimmee, Florida, titled, General Provisions, is hereby amended to read as follows:

Section 1-22 General Penalty.

(a) Whenever in this Code or in any ordinance of the city an act is prohibited or is made or declared to be an unlawful offense or whenever in such Code or ordinance the doing of any act is required and the failure to do any such act is declared to be unlawful, or where no specific penalty is otherwise provided, the violation of any such provision of this Code or ordinance shall be punished by a fine not exceeding \$500.00 or imprisonment. Each day any violation of any provision of this Code or of any ordinance shall continue shall constitute a separate offense.

(b) The following list of fines shall be imposed for violation of the provisions contained in this Code, to wit:

....

(8) Noise (Chapter 22, Article II): \$50.00 to \$500.00.

a. For violations of Chapter 22, Article II within the Downtown Community Redevelopment Area:

i. First violation: \$400.00.

ii. All subsequent violations: \$500.00.

b. For all other violations of Chapter 22, Article II:

i. First violation within one year: \$50.00.

ii. Second violation within one year: \$100.00.

iii. Third violation within one year: \$250.00.

iv. All subsequent violations within one year: \$500.00.

SECTION 2. Chapter 22 of the Code of Ordinances of the City of Kissimmee, titled, Environment, Article II, Noise, is hereby amended to read as follows:

Sec. 22-21. - Definitions.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

A-weighted scale (dBA) means the A-weighting filter network in accordance with the requirements of the American National Standards Institute (ANSI) which reduces the measured sound pressure levels as compared to a linear scale or measurement for the lower frequencies, which under defined conditions, approximates the frequency responses of the human ear.

Commercial area means ~~any area where the current use of the land is for office or business.~~ the trafficking of goods or furnishing of services, including, but not limited to, banking and other financial institutions, dining establishments, retail or wholesale establishments, recreation or entertainment establishments, office buildings, transportation facilities, and warehouses. Commercial excludes property which is located in the Downtown Community Redevelopment Area (CRA) as described in Section 22-27.

Construction means any site preparation, assembly, erection, substantial repair, alteration, or similar action, for or on public or private thoroughfares, structures, utilities, or similar property.

Continual use means ~~operation of a device for a period of time extending beyond 15 minutes.~~ the operation of a device which creates sound where the operation of the device remains essentially constant during a period of observation.

Continuous noise means ~~a sound which is present for a period of time extending beyond 15 minutes.~~ a sound which remains essentially constant in level during a period of observation. Examples include outdoor music, power generators, and construction.

Decibel (dB) means a unit for describing the amplitude of sound, equal to 20 times the logarithm to the base ten of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micronewtons per square meter.

Designated official means the City Manager of Kissimmee or designated staff official by the city manager.

Impact noise means noise created by a construction-related device used for breaking up hard material such as jackhammers, pile drivers, power impact hammers, impact wrenches, riveters, and stud drivers.

Industrial area means ~~any area where the current use of the land is industrial.~~ the fabrication, manufacturing, shipping, or production of durable or nondurable goods. Industrial excludes property which is located in the Downtown Community Redevelopment Area (CRA) as described in Section 22-27.

Intermittent noise shall mean a sound of greater than one second duration and less than 15 minutes. Examples of sources of intermittent noise are air compressors, heating and air conditioning units, and PA speakers.

Linear scale means sound pressure level measurements which are not adjusted for some purpose.

Mixed-use means property that includes a building(s) or structure(s) which contains both commercial (usually on the ground floor) and residential use, where such residential use is located above, behind, below, or adjacent to the commercial use. This category shall also include any area where commercial use abuts residential use or is located immediately or directly across a public right-of-way from residential use. Mixed-use excludes property which is located in the Downtown Community Redevelopment Area (CRA) as described in Section 22-227 ~~herein~~. Property used for the public benefit such as outdoor concert events, fairs, festivals, athletic fields, and public assemblies is also included in the definition of "mixed-use."

Party, party responsible means any individual, association, partnership, or corporation, and includes any officer, employee, department, agency or instrumentality of a state, or any political subdivision of a state.

Plainly audible means ~~any sound that can be detected by a person using his or her unaided hearing faculties who has a direct line of sight and hearing to the source of the noise. The person need not determine particular words or phrases, or the name of any song or artist: the detecting of a rhythmic bass reverberating sound is sufficient.~~ any sound that can be clearly and distinctly heard by a person of normal hearing, including but not limited to the understanding of spoken words, rhythmic bass, or clearly discernible musical tones, as heard unaided by any mechanical device.

Property means any parcel of land or structures thereon which are held under title, deed, or other form of legal documentation by a public or private entity. Use of the term "property" in the Code may refer to the area from which a noise is projecting or the area into which a noise is projecting.

Property line means ~~a line along the surface and its vertical plane extension, which separates the real property owned, rented, or leased by one person from that owned, rented, or leased by another person, excluding intrabuilding real property divisions.~~

Public space means any real property or structure thereon, normally accessible to the public.

Residential area means ~~any area where the current use of the land is residential~~ residences, including, but not limited to, single-family residences, multi-family residences, condominiums, apartments, hotels, motels, and assisted living facilities. Residential excludes property which is located in the Downtown Community Redevelopment Area (CRA) as described in Section 22-27.

Right-of-way means the strip of land dedicated for pedestrian and vehicular movement, which may also accommodate public utilities. The term right-of-way includes public and private rights-of-way.

Sound means energy which is transmitted by pressure waves in air or other materials and is the objective cause of the sensation of hearing. Commonly called noise, if unwanted.

Sound amplification device means devices used to amplify sound such as radios, stereos, CD players, DVD players, microphones, drums, turn tables, audio or visual equipment, electronic devices, musical instrument, sound equipment, television sets, interior or exterior speakers, loudspeakers, bullhorn, or similar devices.

Sound Impact Boundary means either (a) a line along the surface and its vertical plane extension, which separates the real property owned, rented, or leased by one person from that owned, rented, or leased by another person, excluding intrabuilding real property divisions, (b) in the case of multiple owners or tenants within the same lot, parcel or building, the exterior walls of the structure which is the source of the noise and any walls that the structure shares with other owners or tenants within the same lot, parcel or building, or (c) in the case of property with a permitted side café, the permitted sidewalk café area is added to the property's Sound Impact Boundary. The Sound Impact Boundary is an approximation of the legal property line because identifying the exact legal property line is not reasonably possible while enforcing this Chapter in the field. Visual cues including but not limited to fencing, changes in pavement, landscaping, building placement, the presence of a city right of way, or other physical cues, and mapping tools may be used to establish the Sound Impact Boundary.

Sound level means the level of sound measured with a sound level meter and one of its weighting networks. When A-weighting is used, the sound level is given in dBA.

Sound level Meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter, and weighting network used to measure sound pressure levels.

Sound pressure means the dynamic variation in atmospheric pressure at a point in space minus the static pressure at that point.

Sound pressure level is numerically equal to 20 times the logarithm (to the base ten) of the sound pressure to the reference sound pressure (the reference sound pressure shall equal 20 micro pascals). Unless otherwise stated, the level is understood to be that of a root mean-square pressure.

Sound level meter weighting network means an electronic filter in a sound level meter which provides different response characteristics to sound pressure levels as a function of the frequency of the sound being measured or considered.

Vessel means a boat as referenced in Article VII, Constitution of the State of Florida, Section 1(b), and includes every description of watercraft, barge, and air boat, other than a seaplane on the water, used or capable of being used as a means of transportation on water. The term vessel additionally includes, but is not limited to, a commercial vessel, a homemade vessel, a live-aboard vessel, a motorboat, a noncommercial vessel, and a personal watercraft, all as defined in F.S. § 327.02.

Section. 22-22. - Application.

- (a) The requirements of this ~~article~~ Chapter shall apply to all noises (except those specifically named herein or by resolution), including continuous and intermittent noise, tones, impact noise, and noise emitted by mechanical speakers or amplifiers ~~boxes~~, pick-up and delivery trucks and any other commercial or industrial activities which are under the control of the occupant of a building site or parcel.
- (b) Exceptions.
 - (1) Gas-powered equipment (8:00 a.m.—8:00 p.m.); and
 - (2) Noises from motor vehicles such as automobiles, trucks, airplanes, motorcycles, and railroads to the extent that noises from motor vehicles are regulated by state and/or federal law or that state or federal law preempts the City from regulating noises from motor vehicles; and
 - (3) Noises from emergency services vehicles, such as fire engines, ambulances, and law enforcement vehicles that are on emergency business.
- ~~(c) The noise levels listed in Section 22-24, Tables 1 and 2 may not be exceeded by any means within any public or private property when measured 50 feet from the property line of the property generating said noise. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.~~

- (d) ~~The noise levels listed in Section 22-24, Tables 1 and 2 may not be exceeded for a cumulative period of one or more minutes in any 15-minute period. The measurement period shall not be less than 15 minutes.~~
- (e) ~~Table 1 indicates the maximum noise levels within the City of Kissimmee with exception to the Downtown Community Redevelopment Area (CRA). Table 2 is applicable to the Downtown CRA, as defined in Figure 1.~~

Section 22-23. - Method of Noise Measurement.

- (a) ~~For enforcement of Section 22-24, a~~ All measurements shall be made with a sound level meter compliant which satisfies with the requirements pertinent for Class I and II sound level meters in the latest American National Standards Institute (ANSI)/Acoustical Society of America (ASA) standards for sound level meters. Operation of the sound level meter shall be consistent with applicable standards and follow the guidelines established within the "Noise Code Enforcement Reference Sheet". The measurements shall in general be made in accordance with the latest American Society for Testing and Materials (ASTM) standards, entitled "Standard Guide for Measurement of Outdoor A-Weighted Sound Levels."
- (b) No sound measuring meter, nor any independent witness, shall be required to enforce or prove a violation pursuant to Sections 22-25 or 22-27.
- (c) Where two or more immediately adjacent businesses are producing amplified sound, the dominant source shall be identified based on the higher measured dBA level taken directly in front of each establishment's face of the building or source of sound. However, the determination of violation shall still be based solely on measurements taken at the Sound Impact Boundary.

Section 22-24. - Maximum Noise Levels.

The following tables shall be used to determine the maximum noise level ~~measured in A-weighted decibels~~, which shall be permitted in the defined locations and at the described time periods within each table. No person shall produce, cause to be produced, or allow to be produced, by any means any noise which exceeds the applicable maximum noise levels set forth in Table 1 or 2 within any private property or on public property when measured, in accordance with Section 22-23 Method of Noise Measurement, at or beyond the Sound Impact Boundary of the property generating said noise.

- (a) ~~Maximum noise levels by use of land.~~

~~(1) Table 1 shall be used to determine the maximum noise level permitted at the property line of the closest use of land in each of the categories below. Sound or noises projecting from one use into another use with a different noise level limit shall not exceed the limits of the use of land into which the noise is projected.~~

~~(2) Class B Standards within Table 1~~ apply to noises originating from heavy manufacturing uses as defined in the Land Development Code, Chapter 14-2. Class A Standard applies to all other uses.

Table 1			
Land Use	Maximum Noise Levels in A-Weighted Decibels		
	Class A Standard 7:00 a.m. to 10:00 p.m.	Class A Standard 10:00 p.m. to 7:00 a.m.	Class B Standard
Residential	60 dBA	55 dBA	65 dBA
Office	70 dBA	65 dBA	75 dBA
Commercial	70 dBA	65 dBA	75 dBA
Industrial	75 dBA	75 dBA	85 dBA

~~(b) Maximum noise levels in the Downtown Community Redevelopment Area (CRA).~~

Table 2 establishes the maximum noise levels for the Downtown Community Redevelopment Area (CRA).

Table 2		
	Maximum Noise Levels in A-Weighted Decibels	
	7:00 a.m. to 10:00 p.m. <u>12 a.m.</u>	10:00 p.m. <u>12:00 a.m.</u> to 7:00 a.m.
Downtown CRA	85 dBA	70dBA

- a) The maximum noise levels listed in Section 22-24, Tables 1 and 2 shall not be exceeded for a cumulative period of one or more minutes in any 15-minute period. The measurement period must be at least 15 minutes.
- b) If noise is emitted from one parcel, space, or site onto another with a different land use classification, such noise shall not exceed the maximum sound limits allowed for the use of land onto which the noise is projected.

- c) For properties meeting the definition of mixed use, the commercial and office portions of a mixed-use property are subject to the commercial and office maximum noise levels and the residential portions of a mixed-use property are subject to the residential maximum noise levels except where subsection (b) above applies.

Section. 22-25 Specific Prohibited Noises

The following acts, among others, are declared to be unlawful, loud, disturbing, and unnecessary noises in violation of this section, but said enumeration shall not be exclusive. Where a provision of this section conflicts with other provisions in this Chapter article, the more stringent provision shall apply.

- a) Yelling, shouting, hooting, whistling, or singing on the public or private streets at any time or place so as to exceed the maximum noise levels established under Section 22-24.

- b) ~~(a)~~ On residential and mixed-use property:

- 1) The creation of noise between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 15 feet from the Sound Impact Boundary of the building or structure in which the noise is ~~located~~ being emitted shall be a violation of this section. ~~In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.~~

- c) ~~On mixed-use property:~~

~~The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound-amplification device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under section 22-24, Table 1.~~

~~(2) The playing, using or operating, or permitting to be played, used, or operated, of any machine or device for the producing or reproducing of sound which is cast upon the public or private street or directed toward any open entrance or exit, or other similar opening in the building or structure.~~

~~(3) Yelling, shouting, hooting, whistling, or singing on the public or private streets at any time or place so as to exceed the maximum noise levels established under section 22-24, Table 1.~~

~~(4) The creation of noise between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the property line of the building or structure in which it is located shall be prima facie evidence of a violation of this section. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.~~

Near Schools, courts of law, churches, hospitals, and governmental meetings.

- 1) The creation of an excessive noise on any street adjacent to a school, institution of learning, church, court of law, or governmental meeting while the same are in use, or adjacent to any hospital, that unreasonably interferes with the workings of such institution or that unreasonably annoys or disturbs patients in the hospital.

d) *In the Downtown CRA.*

- 1) ~~The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound amplification device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under Section 22-23.~~

Any such machine, instrument, speaker, or device being used inside of a building, structure, room, chamber, or other similarly defined area that is located within 20 feet from any open entrance or exit, or any window or other similar opening in the building, structure, room, chamber, or other similarly defined area shall be oriented toward the interior and pointed opposite and away from such openings.

e) *Construction or repair of buildings or roads, and sitework.*

- 1) The erection (including excavation), demolition, alteration, or repair of any building or site may occur between the hours of 7:00 a.m. and 6:00 p.m. on Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturday. Any noise resulting from such activity shall not exceed the maximum noise levels established under Section 22-23.
- 2) If the designated official should determine that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building, site, or the excavation of streets and highways between the hours specifically prohibited by this section, a permit may be granted for such work to be done.
 - a. As a condition of the permit, notice shall be sent of the proposed activity to all property owners adjacent to the site where the work will occur. The notice shall include contact information for the project representative who will be available to respond to questions and complaints throughout the duration of the proposed activity. The designated official may at their discretion place additional conditions on the permit to ensure public health and safety is maintained.
 - b. Failure to comply with the requirements of this subsection, including neglecting to respond to questions and complaints from adjacent property owners, may result in the disapproval of future permit requests.

- f) Parking lots, parking garages, public property excluding streets and highways, and private property.
- 1) Any person operating or occupying a motor vehicle, as defined in Chapter 316, Florida Statutes, within a parking lot, parking garage, public property excluding a street or highway, as those terms are defined in Chapter 316, Florida Statutes, or private property may not operate or amplify the sound produced by a radio, tape player, compact disc player, portable music or video player, cellular telephone, tablet computer, laptop computer, stereo, television, musical instrument, or other mechanical or electronic soundmaking device or instrument, which sound emanates from the motor vehicle, so that the sound is plainly audible at a distance of 25 feet or more from the motor vehicle. This subsection does not apply to a law enforcement vehicle equipped with a communication device necessary in the performance of law enforcement duties or to an emergency vehicle equipped with a communication device necessary in the performance of emergency procedures. This subsection does not apply to the noise made by a horn or other warning device required or permitted by Section 316.271, Florida Statutes.

Section - 22-26. - Enforcement.

- (a) Joint Responsibility of Enforcement. The Code Enforcement Division and Kissimmee Police Department (KPD) shall have the joint responsibility of enforcing violations of this Chapter. ~~article in accordance with the "Noise Ordinance Enforcement Policy."~~
- (b) Methods of Enforcement. Violating a section of this Chapter may result in the issuance of a citation and action through the Code Enforcement process. However, ~~nothing contained~~ in this Chapter shall limit enforcement of noise or alternative methods of enforcement as otherwise allowed by law.
- (c) Joint and Several Responsibility. Any person(s) responsible for a violation of this Chapter may be held liable for a violation of this Chapter. More than one person may be found to be responsible for the violation.
- ~~(d)(b)~~ Liability for payment of noise citation.

- (1) Any person issued a citation under this Chapter shall be deemed charged with a noncriminal infraction and shall have 30 days from the date of the violation to request a hearing to contest or pay the citation.

- (2) If the person cited fails to request a hearing or pay the citation within 30 days of the date of violation, the person shall have waived any right to contest the citation, and a judgment shall be entered against the person cited in the amount up to the maximum civil penalty plus court costs. ~~shall result in an additional late penalty and the citation shall be sent to collections.~~

~~(e)~~*(e)Hearing to contest noise citation.*

- (1) If a person elects to contest the noise citation through a hearing, the City shall set a hearing date and time before a hearing officer. In addition to any fine imposed for a violation of this article, a hearing officer may assess court costs not to exceed \$100.00 if deemed necessary. the person shall request a hearing date from the Osceola County Clerk of Court (hereinafter "Clerk of Court") and shall appear in court before an Osceola County Judge (hereinafter "County Judge") as directed.
- (2) If a person fails to appear at the hearing set by the city, a hearing officer shall proceed with the hearing and may assess fines and court costs. A County Judge, after hearing a citation, shall make a determination whether or not a violation of this Chapter has been committed. If a violation is found to have occurred, the County Judge may order the violator to correct the violation and may impose a civil penalty up to the maximum civil penalty plus all applicable costs of prosecution and legislative assessments, plus court costs. In no event, however, shall such civil penalty imposed by the County Judge be less than the civil penalty set forth in Section 1-22.
- (3) The County Judge may provide for the civil penalty to be paid, and the violation to be corrected, within such time as the County Judge determines to be appropriate. If the person found to be in violation fails to pay the civil penalty or correct the violation within the time provided, a civil judgment shall be entered against that person in an amount up to the maximum civil penalty.
- (4) Should the person cited schedule a hearing as provided for herein and thereafter fail to appear at such hearing, the person shall be deemed to have waived the right to contest the citation, and a civil judgment shall be entered against the person in an amount up to the maximum civil penalty; provided, however, that the Court shall have the discretion to continue or reschedule any hearing when it determines that doing so will further the interest of justice. In such an event, the Clerk of the Court shall notify the officer who issued the citation and the person cited of the date and time of the hearing.
- (5) Should the person cited willfully fail to comply with a Court Order to abate or correct the violation, the Court, after due notice and hearing on the matter, may hold the violator in civil contempt and may enter an Order to that effect.
- (6) In the event that a civil judgment is entered against the person cited as provided herein, the City may record a certified copy of said judgment in the Official Records

of Osceola County and the same shall thereafter constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator.

(7) In the event that an Order is entered finding that a violation of the ordinance cited has been committed, the City may record a certified copy of said Order in the Official Records of Osceola County and the same shall thereafter constitute notice to and be binding upon the violator and any subsequent purchasers, successors in interest or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and any subsequent purchasers, successors in interest or assigns if the violation concerns real property.

(8) At any hearing pursuant to this ordinance, the commission of a violation of a code or ordinance must be proved by a preponderance of the evidence. The Florida Rules of Civil Procedure and the Florida Evidence Code shall be applicable to any such hearing.

(f) Effect of a Violation of this Article on Sidewalk Cafe and Special Event Permits and City and Downtown CRA grant funding.

(1) If an establishment that sells alcoholic beverages for consumption on premises in accordance with Chapter 4 (hereinafter "Establishment") is found by a County Judge or the Code Enforcement Special Magistrate to have committed a violation of this Article:

- a. And the Establishment possesses a Sidewalk Cafe Permit, then the Sidewalk Cafe Permit shall be suspended for 30 days after the Establishment receives notice of the suspension;
- b. Then the Establishment shall not receive a Special Event Permit for a period of 30 days after the Establishment receives notice of the suspension. Additionally, if the Establishment has already received a Special Event Permit for an event to be held within 30 days after the Establishment receives notice of the suspension, such Special Event Permit shall be deemed void; and
- c. Then the Establishment shall not receive any grant award from the City or Downtown CRA for a period of 30 days after the Establishment receives notice of the suspension.

(2) For purposes of this subsection, an Establishment is deemed to have committed a violation of this Article if the Code Enforcement Special Magistrate finds a violation of this Article at the physical address of the Establishment or if a County Judge finds an employee, a person exercising control over the operation of the Establishment, or a person with an ownership interest in the Establishment committed a violation of this Article within the Sound Impact Boundary of the Establishment.

- (3) The Establishment shall be noticed of any suspension pursuant to this subsection and afforded an opportunity to appeal any suspension pursuant to this subsection according to the provisions of Section 4-9(i) and (j).

Section 22-27 Use of mechanical loudspeakers or amplifiers out of doors.

(a) *Applicability.*

- (1) *Temporary/special event use.* Use of any mechanical loudspeaker or other sound amplification device out of doors on public or private property for temporary use at a special event shall be permitted as part of the special events permit process under Section 14-6-28 of the Land Development Code.
- (2) *Continual use.* Use of any mechanical loudspeaker, or other sound amplification device out of doors on public or private property for continual use shall be allowable provided the standards of this section are met.
- (3) *Exceptions.* The following are exempt from the requirements of this section:
- a. Sound amplification devices for personal use, including but not limited to cellphones, personal computers, televisions, and Bluetooth speakers, provided that the activity otherwise complies with Sections 22-22 through 22-25 of this Chapter article.

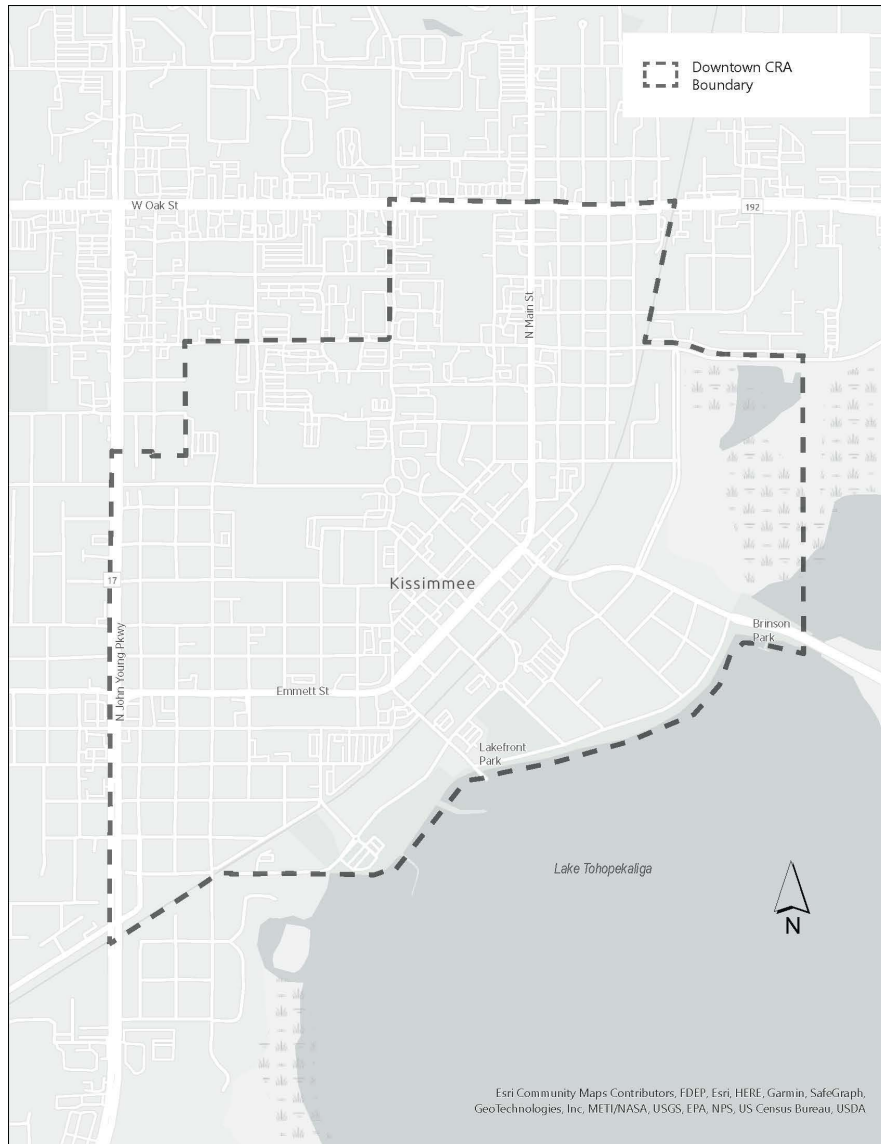
(b) *General standards.*

- (1) Continual use of any mechanical loudspeaker or other sound amplification device out of doors shall not operate between the hours of 10:00 p.m. and 7:00 a.m., except as provided in subsections (b)(2) or (c)(2) below, and shall comply with the following conditions:
- a. Will not interfere with any governmental function or with any event previously permitted, or with any event scheduled through the parks and recreation department; and
- b. Is not located within 1,000 feet of an activity or another location previously permitted for a temporary/special event under Section 14-6-28 of the Land Development Code;~~and~~
- ~~c. Is not for a fully enclosed restaurant, bar, or other similar establishment that does not have a permitted sidewalk café or other approved designated outdoor space for patrons; and~~
- ~~c. Will not operate between the hours of 10:00 p.m. and 7:00 a.m., except as provided in subsections (b)(2) and (c)(3) below.~~

- (2) *Extended hours.* The City Manager or their designee may approve and authorize extended hours for use of a loudspeaker or other sound amplification device provided that the proposed activity otherwise complies with the provisions of subsections (b)(1) and (c)(1) and the sound levels and standards prescribed in Sections 22-22 through 22-25 herein. However, a Sidewalk Café Permit shall not extend the hours for use of a loudspeaker or other sound amplification device.
- (c) *Use specific standards.*
- (1) *Schools, courts of law, churches, hospitals, governmental meetings, public transportation facilities.* No person shall use a loudspeaker or other sound amplification device out of doors within 1,000 feet of any school, court of law, hospital, governmental meeting, or public transportation facility as defined in F.S. § 496.425(1)(b), during normal business hours of operation of that entity without the permission from that property owner.
- (2) *Downtown Community Redevelopment Area (CRA).* The Downtown CRA, as described in Figure 1, is exempt from the prohibitions contained in subsections (b)(1)(a), (b)(1)(b) and (c)(1). ~~Within said Area, loudspeakers or other sound amplification devices may be used out of doors without regard to the other prohibitions set forth in subsection (c)(1) above.~~ However, Sections 22-27(b)(1)d, (c)(3) and (c)(4), and 22-22 through 22-25 set forth herein shall still apply within the Downtown CRA. Section 22-27(b) shall still apply within the Downtown CRA, except for establishments that sell alcoholic beverages for consumption on premises in accordance with Chapter 4 (hereinafter “Establishments”), mechanical loudspeakers or other sound amplification devices owned by the City and used for a City-sponsored use or event, or if authorized pursuant to a Special Event Permit. For Establishments within the Downtown CRA, continual use of any mechanical loudspeaker or other sound amplification device out of doors shall not operate between the hours of 12:00 a.m. and 7:00 a.m., unless allowed by the Establishment’s After Midnight Alcohol Sales Permit. An After Midnight Alcohol Sales Permit may extend hours for use of a loudspeaker or other sound amplification device until 2:00 a.m., however the Establishment must complete a training provided by the City regarding this Article prior to receiving any such extension. Continual use of any mechanical loudspeaker or other sound amplification device out of doors beyond the extended hours in an After Midnight Alcohol Sales Permit is a violation of this Section.

- (3) *Sidewalk cafes.* Except for loudspeakers and sound amplification devices installed by the city, such speakers and devices ~~that are permitted for continual use out of doors~~ that are used for a commercial purpose under this section, including within the Downtown CRA, shall not be located within the public rights-of-way, including the air space above such public rights-of-way, unless such use is ~~for a~~ within an area subject to permitted sidewalk cafe permit or within an area for space that is part of an encroachment agreement with the city. In that instance, such speakers and devices shall not face or direct the sound upward toward airspace or toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers or devices, whether permanently mounted or affixed to the exterior of the building or structure, shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in Sections 22-27 (b)(1) and section 22-22 through 22-25 herein.
- (4) ~~*Restaurants, bars, and similar establishments that sell alcoholic beverages for consumption on premises.*~~ Any person, business, or property owner that is operating ~~an restaurant, bar, or other similar~~ Establishment at a fixed location, including within the Downtown CRA, that is providing designated outdoor space to its patrons on private property (i.e. patio, rooftop, etc.) may utilize loudspeakers or sound amplification devices for continual use out of doors as long as such speakers and devices comply with the standards herein, however such Establishments are exempt from the prohibitions contained in Sections 22-27(b)(1)(b) and (c)(1). Such speakers and devices may be permanently mounted or affixed to the exterior of the building or structure or free-standing and shall not face or direct the sound upward toward airspace or outward toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers and devices shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in Sections 22-27(b)(1), (c)(2) and (c)(3), and sections 22-22 through 22-25 herein. If the speakers or devices are free-standing, they shall not be elevated more than five (5) feet off of the ground.

Figure 1



SECTION 4 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 5. 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 6. 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 a public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7. 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 affecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be published as provided by law, and it shall become law and shall take effect on October 1, 2025.

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



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: R2plcHFvDBqMnEsSbxA7 | **Proof Updated: Jul. 03, 2025 at 11:53am EDT**

Notice Name: COK*ORDINANCE 25-07*Noise Measurements

See Proof on Next Page

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 Osceola News-Gazette
cityclerkemail@kissimmee.gov
(407) 518-2309

Columns Wide: 2

Ad Class: Legals

07/10/2025: Legal and Public Notice	66.90
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Subtotal	\$66.90
Tax %	0
Processing Fee	\$6.69
Total	\$73.59

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, July 15, 2025**, at **6:00 p.m.** in the City Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the **SECOND FIRST READING** and will meet on **Tuesday, August 5, 2025**, at **6:00 p.m.** to hear the **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 #25-07

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 1, GENERAL PROVISIONS, SECTION 22, GENERAL PENALTY, AMENDING CHAPTER 22, ENVIRONMENT, ARTICLE II, NOISE, SECTION 22-21 DEFINITIONS; SECTION 22-22 APPLICATION; SECTION 22-23 METHOD OF NOISE MEASUREMENTS; SECTION 22-24, MAXIMUM NOISE LEVELS; SECTION 22-25, SPECIFIC PROHIBITED NOISES; SECTION 22-26, ENFORCEMENT; SECTION 22-27, USE OF MECHANICAL LOUDSPEAKERS OR AMPLIFIERS OUT OF DOORS; REPEALING ALL ORDINANCES IN CONFLICT HERE WITH 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).
July 10, 2025

ITEM 4.B

Public Hearing - Second and Final Reading: Proposed Ordinance #25-09 - Amending alcohol hours of sale for the Downtown CRA.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 4, ALCOHOLIC BEVERAGES, SECTION 4-1, DEFINITIONS, SECTION 4-3, SECTION 4-4 CONDITIONS OF OPERATIONS; HOURS OF SALE; SECTION 4-5 REGULATION OF RESTAURANTS; CREATING SECTION 4-9 AFTER MIDNIGHT ALCOHOL SALES PERMITS FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Request

Approve the Second and Final Reading of the Proposed Ordinance #25-09 - Amending alcohol hours of sale for the Downtown CRA.

Explanation

Pursuant to Section 562.14, Florida Statutes, the sale, service, and consumption of alcoholic beverages are prohibited between the hours of midnight and 7:00 a.m. at any establishment licensed under the Division of Alcoholic Beverages and Tobacco, unless otherwise permitted by municipal ordinance.

The City of Kissimmee Commission has exercised this authority by enacting City Code Section 4-3, which extends the hours during which alcoholic beverages may be served and consumed at licensed establishments, from midnight to 2:00 a.m. However, the Commission has observed a correlation between increased noise violations by alcohol-selling establishments within the Downtown CRA and the heightened demand for City resources to manage crowd control, enforce code compliance, and respond to criminal or violent incidents, particularly between midnight and 3:00 a.m.

In response, the Commission has determined that additional regulations are necessary for alcohol-serving establishments within the Downtown CRA. These measures aim to preserve public safety and ensure a more balanced allocation of City resources, while still allowing alcohol sales between the hours of 12:00 a.m. and 2:00 a.m. for those businesses that have received a permit and are in compliance with City Codes and regulations.

This Ordinance would take effect on October 1, 2025.

Recommendation

Approve the Second and Final Reading of the Proposed Ordinance #25-09 - Amending alcohol hours of sale for the Downtown CRA.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter: Mike Steigerwald

Attachment(s):

1. Alcohol Ordinance. Business Impact Estimate
 2. Downtown CRA Alcohol Sales Affidavit
- City of Kissimmee

3. /S/ Proposed Ordinance Alcohol Sales 2nd draft clean

Business Impact Estimate

Proposed ordinance's title/reference: **PROPOSED ORDINANCE NO. 24-09**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 4, ALCOHOLIC BEVERAGES, SECTION 4-1, DEFINITIONS; SECTION 4-3, HOURS OF SALE; SECTION 4-5 REGULATION OF RESTAURANTS; CREATING SECTION 4-9 AFTER MIDNIGHT ALCOHOL SALES PERMITS FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT DISTRICT; 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 law¹ 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.

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

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. 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 amends the City's Alcoholic Beverages Ordinance and is in response to ongoing complaints in the Downtown district for noise, over occupancy in establishments, and the illegal selling and consumption of alcohol after 2:00 am. The City finds a correlation between the noise violations and alcohol sales after midnight within the Downtown CRA. The ordinance requires alcohol permits for sales after midnight to ensure that businesses selling alcohol comply with City Code Chapter 22, Article II, Noise Ordinance, Section 22. The purpose of the ordinance is to protect the public health, safety, and welfare of the citizens, to encourage voluntary compliance of businesses to curtail the need for continued code enforcement and police engagement.

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.

For businesses that do not sell alcohol, the City does not anticipate that such businesses will incur any compliance costs associated with this ordinance. For businesses that sell alcohol, other than the permit fee for the after-hours alcohol sales permit, the City does not anticipate that such businesses will incur any compliance costs associated with this ordinance.

Other than the annual permit fee of \$250.00 for the after-hours sales permit, no other charges or fees are imposed by the proposed ordinance for which businesses will be financially responsible.

The issuance of a permit for after-hours alcohol sales will incur an indeterminate regulatory cost to the City, and the City will receive an application fee for such permits to cover these costs.

The City's costs for maintaining regular patrols of code enforcement and police in the Downtown CRA have increased. If this ordinance becomes effective, the cost for -----
-- will increase.

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

The estimated number of businesses likely to be impacted by the ordinance cannot be quantified at this time because the number of businesses likely to be impacted by this ordinance depends on how many businesses will seek to obtain the after-hours alcohol permits.

Any business within the limits of the Downtown CRA that wishes to sell alcohol for consumption on the premises between 12 p.m. and 2 a.m. will be impacted by the After Midnight Alcohol Sales Permit. The City estimates that there are less than 20 of these such businesses. The individual impact to a business is \$250.00 annually to cover the cost of the alcohol permit fee.

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

None

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Edmar Corachia, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Jun. 26, 2025

Notice ID: 85au0B4FKAIHUAyG12Vp

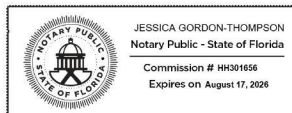
Notice Name: COK PROPOSED ORDINANCE*Alcohol Sales

PUBLICATION FEE: \$68.96

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Edmar Corachia

Agent



VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 06/27/2025

J. R. [Signature]

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, July 1, 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 15, 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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 4, ALCOHOLIC BEVERAGES, SECTION 4-1, DEFINITIONS, SECTION 4-3, HOURS OF SALE; SECTION 4-5 REGULATION OF RESTAURANTS; CREATING SECTION 4-9 AFTER MIDNIGHT ALCOHOL SALES PERMITS FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT DISTRICT; 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 PROCEEDINGS 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 26, 2025

PROPOSED ORDINANCE NO. 25-09
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 4, ALCOHOLIC BEVERAGES, SECTION 4-1, DEFINITIONS; SECTION 4-3, HOURS OF SALE; SECTION 4-4, CONDITIONS OF OPERATIONS; SECTION 4-5 REGULATION OF RESTAURANTS; CREATING SECTION 4-9 AFTER MIDNIGHT ALCOHOL SALES PERMITS FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee has received persistent complaints from the public regarding noise violations at establishments that sell alcohol within the Downtown Community Redevelopment Area (hereinafter “Downtown CRA”) and such complaints often lead to a police response; and

WHEREAS, pursuant to Section 562.14, Florida Statutes, no alcoholic beverages may be sold, consumed, served, or permitted to be served or consumed in any place holding a license under the Division of Alcoholic Beverages and Tobacco between the hours of midnight and 7:00 a.m. unless otherwise provided by municipal ordinance; and

WHEREAS, the City of Kissimmee Commission enacted City Code Section 4-3, which extended the hours that alcoholic beverages were permitted to be served or consumed in places holding such license, from midnight to 2:00 a.m.; and

WHEREAS, the City of Kissimmee Commission finds that the privilege of selling alcoholic beverages after midnight should only be extended to businesses within the Downtown CRA that comply with the City’s noise ordinance; and

WHEREAS, along with persistent noise complaints, the City of Kissimmee Commission finds that a disproportionate amount of City resources are allocated to the Downtown CRA during the night and early morning hours for crowd control and to investigate and deter criminal and violent activity; and

WHEREAS, the City of Kissimmee Commission finds a correlation between noise violations by establishments that sell alcohol within the Downtown CRA and the need for additional City resources to perform crowd control, investigate city code violations, and investigate and deter criminal and violent activity, particularly between the hours of midnight and 3:00 a.m.; and

WHEREAS, the City of Kissimmee Commission has determined that it is necessary to impose additional regulations upon establishments that sell alcohol within the Downtown CRA to preserve public safety and better balance resources city-wide, while allowing the sale of alcoholic beverages between the hours of 12 a.m. and 2 a.m.; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA IN LAWFUL SESSION ASSEMBLED 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 1. Chapter 4 of the Code of Ordinances of the City of Kissimmee, titled, Alcoholic Beverages, is hereby amended to read as follows:

Section 4-1 Definitions.

Outdoor dining area means a space that is out of doors, like a porch or patio, in which where a restaurant, microbrewery, distillery, tasting room, or specialty retail establishment may lawfully serve alcoholic beverages pursuant to an alcohol licensee issued by the State of Florida. Unless permitted by a valid outdoor dining permit, an outdoor dining area must be on private property serves food and beverages as part of the operation of the licensed premises of a restaurant as a sidewalk cafe or porch area. An outdoor dining area must be located contiguous to the licensed restaurant and may only be separated by a sidewalk. No part of a sidewalk cafe or An outdoor dining area shall be located within the right of way and must meet all other requirements of zoning applicable to the location.

Section 4-3 Hours of Sale.

- (a) The ability to sell intoxicating liquor for consumption on premises or package sale is hereby declared to be, and is, a privilege subject to modification, suspension, or termination by the City. No person or establishment may reasonably rely on a continuation of that privilege. As a condition of the continuation of this privilege, these establishments should take all necessary steps to minimize or eliminate the negative impacts that their establishment may cause. Establishments which sell intoxicating liquor for consumption on premises or package sale, within the City of Kissimmee, not including restaurants, microbreweries, distilleries, tasting rooms, and specialty retail establishments which sell

intoxicating liquor for consumption on premises within the Downtown Community Redevelopment Area as defined in Section 22-27 (hereinafter "Downtown CRA"), may only be open for business between the hours of 7:00 a.m. and 2:00 a.m. on all days.

- (b) Restaurants, microbreweries, distilleries, tasting rooms, and specialty retail establishments that sell intoxicating liquor for consumption on premises within the Downtown CRA may only be open for business between the hours of 7:00 a.m. and 12:00 a.m. on all days.
- (c) Notwithstanding Section 4-3(b) above, restaurants, microbreweries, tasting rooms, and specialty retail establishments which sell intoxicating liquor for consumption on premises within the Downtown CRA, may also be open for business between the hours of 12:00 a.m. and 2:00 a.m. on all days pursuant to an **After Midnight Alcohol Sales Permit as further described in Section 4-9.**
- (d) ~~(b)~~The opening of the doors of any such establishment 15 minutes prior to closing time for the purpose of admitting customers is hereby prohibited.
- (e) ~~(e)~~Any establishment dispensing or selling intoxicating liquor will be construed open for business under this section if any customer person, except an employee or person with an ownership interest in the establishment, is inside the place of business, it is the intention of this section that all customers-persons, except employees or persons with an ownership interest in the establishment, shall have vacated such place on or before the designated closing hour set forth in subsections (a), (b), or (c) ~~of this section~~, and that no customer person, except an employee or person with an ownership interest in the establishment, shall be admitted to or be inside of such place of business after ~~2:00 a.m. on any day of the week~~ the allowed times of sale as set forth in subsections (a), (b), or (c) and shall not gain admittance before the allowed times of sale as set out in subsections (a), (b), or (c) ~~of this section~~.
- (f) ~~(d)~~ Establishments meeting all state and local requirements for dispensing or selling intoxicating liquors may only dispense intoxicating liquor within the allowed hours of sale outlined above.

Sec. 4-4. - Conditions of operations.

- (a) It shall be unlawful for any establishment which is authorized to sell or dispense intoxicating liquor, or any of its agents, servants and employees, to knowingly or intentionally:
 - (1) Allow indecent, offensive, shocking and revolting conduct in or on the premises for which a license hereunder has been issued to such an extent that such conduct annoys,

disturbs, and inconveniences reasonable people properly and legitimately in or on such premises, or in the reasonable neighborhood of such premises.

- (2) Knowingly allow any person to take away from the licensed premises any opened intoxicating liquor in any glass or other open or unsealed container.
 - (3) Allow the consumption of any intoxicating liquor in or upon any parking or other area outside of the building ~~other than~~ except for an outdoor dining area~~areas approved by a site plan or building permit as an outdoor dining area or sidewalk cafe.~~
- (b) Anyone violating any part of this section upon conviction shall be punished as provided in section 1-22.

Section 4-5 Regulation of Restaurants

- (a) To qualify as a bona fide restaurant under this chapter, the establishment must ~~offer cook,~~ prepare, and serve meals, other than stock meals, as further defined by Section 4-1, to the general public during all posted business hours at least one complete meal per day, that is, lunch or supper, such meals to be offered for sale within the usual hours during which such meals are generally consumed. A restaurant shall derive at least 51 percent of its gross food and beverage revenue from the sale of food and nonalcoholic beverages during the first 60-day operating period and each 12-month operating period thereafter.
- (b) Restaurants must have present in the establishment, and available and ready, the necessary facilities and personnel to accommodate their ~~its~~ patrons in the normal restaurant manner and be capable of seating not less than 50 persons simultaneously. Within the Downtown Community Redevelopment Area Overlay (CRAO), the following must be met:
- (1) Restaurants selling intoxicating liquors for consumption on premises shall be capable of seating no less than 80 persons simultaneously and shall occupy a minimum of 1,800 square feet. The criteria in this section shall also be met.
 - (2) Restaurants selling beer and wine for consumption on premises shall be capable of seating no less than 30 persons simultaneously and shall not have a minimum square footage requirement. The criteria in this section shall also be met.
- (c) Any establishment regulated by this chapter shall obtain a city business tax receipt prior to conducting any business activities. An interior layout, exterior layout, menu, and a detailed explanation of the business activities, including hours of operation, shall be provided and approved by the city prior to any business tax receipt or certificate of occupancy (CO) issuance. Any dining or other activities planned outdoors shall meet the criteria in sections 14-5 and 14-6 and obtain any necessary approvals from the city.

(d) Any establishment attempting to circumvent the intent of this section by an artifice or scheme, such as the serving of stock meals, shall be subject to the penalties herein set forth.

(e) Any person securing a business tax receipt under the provisions of this section who, during the time such business tax receipt is in existence, shall discontinue operation of a restaurant for the main purpose of serving meals to the general public shall be subject to having their business tax receipt immediately revoked.

Section 4-9 After Midnight Alcohol Sales Permits For the Downtown Community Redevelopment District (Downtown CRA)

(a) Definitions. As used in this Section, the term:

(1) Chief means Chief of Police.

(2) Establishment means any restaurant, microbrewery, distillery, tasting room, or specialty retail establishment within the Downtown Community Redevelopment Area as defined in Section 22-27 that is licensed under the state beverage laws.

(3) Permit means After Midnight Alcohol Sales Permit.

(4) Permitted Establishment mean an Establishment holding a Permit.

(5) Permit Holders means all persons with an ownership interest in and all persons exercising control over the operation of a Permitted Establishment.

(b) Permit Required. Any Establishment that desires to remain open for the purpose of the sale, service, or consumption of alcoholic beverages between the hours of 12:00 a.m. and 2:00 a.m. may make application with the City for a Permit. The provisions of this Section shall not impair or impact an Establishment's right to remain open and sell, serve, or permit to be served or consumed, alcohol between the hours of 7:00 a.m. and 12:00 a.m. No Permit may be issued to an Establishment that has any outstanding obligations to the City, including but not limited to any outstanding code violations or liens.

(c) Application Form. The Application Form for a Permit shall be provided by the City and will require information about the Establishment, including but not limited to, the name, physical and mailing addresses, and telephone number of the Establishment, the name(s), address(es), and telephone numbers(s) of all persons with an ownership interest in the Establishment, the name(s) and telephone number(s) of the all persons exercising control over the operation of the Establishment, the maximum occupancy of the Establishment, the type of alcohol license possessed by the Establishment, and the name and address where notices related to enforcement of this Section are to be mailed or delivered. A Permitted Establishment shall amend the Permit application that is on file with the City within ten (10) days of any change in the information set forth on the application form. The Chief may terminate a Permit if a Permitted Establishment fails to amend its Permit application as required by the subsection. Establishments must pay an administrative fee of \$250 in conjunction with the initial Permit application, and any subsequent renewals. The

administrative fee will be utilized to reimburse the City for its costs to administer the Permit program, as well as inspecting and regulating Permitted Establishments. All Permits shall require the signed approval of the Chief. No Permit may be issued to or renewed for an Establishment if any person with an ownership interest in and all persons exercising control over the operation of the Establishment is a Permit Holder for any Establishment that is currently serving a suspension or revocation under this Section.

- (d) *Permit Review.* The Chief, or their designee, shall review the Application Form for a Permit. If the application is complete and the Establishment meets the criteria set forth in subsections (b) and (c), then the Chief shall issue a Permit to the Establishment authorizing the Establishment to sell alcohol between the hours of 12:00 a.m. and 2:00 a.m., subject to the conditions of the Permit, as well as the provisions of this Section and applicable laws, rules, and regulations.
- (e) *Permit Effective Term.* Unless suspended or revoked as provided by this Section, the Permit shall be valid for a 12-month term only if the Permitted Establishment maintains a valid business tax receipt and continues to operate at the physical location listed on the Permit application.
- (f) *Inspection.* Acceptance of, and operation pursuant to, a Permit shall be deemed to be the approval, permission and authorization by the Permitted Establishment for any law enforcement or code enforcement officer to enter the Permitted Establishment, when such Permitted Establishment is open, and conduct a search to determine whether any provisions of law, including this Section, are being violated. "Open," for the purpose of this Section, shall mean any time members of the public are inside the Permitted Establishment, whether or not they have paid a fee to enter, or whether or not their presence is pursuant to a private event. It is unlawful for any Permitted Establishment to refuse to allow an inspection of the Permitted Establishment as described by this subsection at any time the Permitted Establishment is open.
- (g) *Suspension.* The Chief may suspend a Permit for thirty (30) days if the Chief determines one or more of the following conditions have occurred:
 - (1) The Permitted Establishment violated, as determined by the Code Enforcement Magistrate or a Judge, a City Code provision related to the operation of the Permitted Establishment, and such violation negatively impacts the safety or security of patrons, including but not limited to Section 24-19, Adoption of state and national fire codes by reference, and Section 9-251, adopting the Florida Building Code;
 - (2) The Permitted Establishment engaged in, or allowed, the use of alcoholic beverages at the Permitted Establishment after closing hours by any person;

- (3) The Permitted Establishment refused to allow an inspection of the Permitted Establishment as authorized by this Section;
- (4) The Permitted Establishment knowingly permitted the use of controlled substances at the Permitted Establishment, or should have known of the use of a controlled substance at the Permitted Establishment and failed to take the necessary actions to prevent future occurrences;
- (5) On two occasions within an eighteen (18) month period, the Permitted Establishment was the site of a violation of:
 - i. Any felony battery offense,
 - ii. Any felony offense related to the possession or use of a firearm,
 - iii. Any aggravated assault offense,
 - iv. Any offense related to homicide or manslaughter, or
 - v. Any attempt to commit any of the offenses listed above.
- (6) The Permitted Establishment knowingly permitted gambling by any person at the Permitted Establishment;
- (7) The Permitted Establishment knowingly permitted, or should have known of, the possession or consumption by a minor of an alcoholic beverage at the Permitted Establishment, or the sale to a minor of an alcoholic beverage at the Permitted Establishment, or allowed a minor to enter and remain at the Permitted Establishment;
- (8) The Permitted Establishment was charged with a violation of Chapter 562, Florida Statutes, titled "Beverage Law: Enforcement;"
- (9) The Permitted Establishment violated any condition of a Permit;
- (10) The Permitted Establishment violated any condition of a side walk café permit issued to the Permitted Establishment;
- (11) Code enforcement proceedings were instituted against the property where the Permitted Establishment is located for failing to obtain a special event permit as required Section 14-6-28; or
- (12) Code enforcement proceedings were instituted against the property where the Permitted Establishment is located or a citation was issued at the physical address of the Permitted Establishment for failing to comply with Chapter 22, Article II, Noise. In the event of any conflict between this Chapter and Chapter 22, Article II, concerning noise issues, the provisions of Chapter 22, Article II shall govern.

- (13) The Permitted Establishment exceeded its authorized occupancy load, as determined by a local or state official, including but not limited to a code enforcement officer, police officer, or fire inspector.

If the Chief of Police suspends a Permitted Establishment's Permit, all Permit Holders of the Permitted Establishment shall be barred from receiving a Permit for any other Establishment for the duration of the suspension.

- (h) Revocation. The Chief may revoke a Permit if the Permit is suspended twice within any 12-month period. Revocations are effective for a one year period, and the Permitted Establishment and all Permit Holders of the Permitted Establishment shall be barred from receiving a Permit for the Permitted Establishment or any other Establishment for a period of one year from the date the revocation became final. Revocations may also be issued if the Chief determines that one or more of the following conditions have occurred and that the Permitted Establishment has not taken reasonable actions to prevent future occurrences:

- (1) The Permitted Establishment has given false or misleading information in the material submitted during the Permit application or reapplication process or when amending a Permit application;
- (2) The Permitted Establishment has knowingly allowed the sale of controlled substances or any derivative thereof at the Permitted Establishment;
- (3) The Permitted Establishment allowed a member of the public to enter the Permitted Establishment and allowed the person to be served or to consume any alcoholic beverage between 12 a.m. and 2 a.m., during a period of time when the Permit was suspended.

If, subsequent to revocation, the Chief determines that the basis for the revocation action has been corrected or abated, or determines that the Permitted Establishment has taken action to ensure that the basis for the revocation will not occur again, which action(s) the Chief reasonably believes will ensure that the basis for the revocation will not occur again, the Permitted Establishment may be granted a new Permit if at least ninety (90) days have elapsed since the date the revocation became final. The Permitted Establishment shall reapply for a new Permit in the same manner as for the initial Permit.

- (i) Notice. Notice of the suspension, revocation, denial of issuance or renewal of a Permit shall be made in writing, by hand delivery to the Establishment and first-class mail to the Establishment at the mailing address provided in the application. The notice shall include a notification of the right to appeal the decision and, for notices of suspension or revocation, identify the length of the suspension or revocation and the date of the first and last day the suspension or revocation is effective.

- (j) *Appeals.* An Establishment may appeal the decision of the Chief to the City Commission by filing a written statement with the City Clerk detailing the grounds for appeal within 14 days after the Establishment receives notice of suspension, revocation, denial of issuance or renewal of a Permit. The filing of an appeal stays the action of the Chief in suspending or revoking a Permit or denying issuance or a renewal of a Permit until the City Commission makes a final decision. If during the pendency of a stay, the Permitted Establishment commits any other violation of this Section which would warrant suspension or revocation, the Chief may suspend or revoke the Permit as provided herein, subject to any appeal, and such suspension or revocation shall not be stayed. If upheld on appeal, or if not appealed, suspensions shall be applied consecutively, and a revocation could be applied instead of a suspension, as provided in this Section. The City Clerk shall set the date for the hearing as soon as is reasonably possible, however, not more than thirty (30) days from the date the written appeal is received. The City Commission shall hold a public hearing to hear and consider evidence offered by any interested person to determine whether the Chief properly denied issuance or renewal of a Permit or properly suspended or revoked the Permit in accordance with the provisions of this Section. The City Commission's decision shall be final.
- (k) *Suspension and Revocation Not Exclusive Enforcement Mechanisms.* Nothing in this Section shall be construed or interpreted to prohibit the City from enforcing its codes and ordinances by means other than those provided by this Chapter, including without limitation, by summons, notice to appear in court, arrest, issuance of a citation, a civil action, or code enforcement proceedings.

SECTION 4 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 5. 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 6. 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 a public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7. 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 affecting the

substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be published as provided by law, and it shall become law and shall take effect on October 1, 2025.

DRAFT

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

ITEM 4.C

Public Hearing - Second and Final Reading: Proposed Ordinance #25-10 - Amending the Lien Policy, and Appeal Process.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, AMENDING DIVISION 4, LIEN POLICY; PROVIDING FOR THE ENFORCEMENT AND COLLECTION OF LIENS AND ASSOCIATED FEES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Request

Approve the Second and Final Reading of the Proposed Ordinance #25-10 - Amending the Lien Policy, and Appeal Process.

Explanation

A need to amend the review of liens and the appeal process in the Lien Policy was identified. This arose from an unforeseen circumstance created by the policy's wording; currently, a property owner must file an appeal within thirty days of receiving notice that a lien has been recorded. However, there are occasions where a property owner is not yet in compliance, fines continue to accrue, and the lien is filed while they are still in violation. In this instance, the property owner would not be able to file a timely appeal due to their continued non-compliant status.

The proposed ordinance change would allow a property owner to file an appeal 30 days after the City determines that the property owner is in compliance. Additionally, the City Manager will modify the Lien Reduction Policy to further clarify the lien reduction criteria, including a formula for calculating the reduction as illustrated in the matrix below. All fine reduction requests will be calculated to include City costs plus the percentages outlined in the penalty reduction matrix. Such City costs may include the following: inspector expenses, office staff expenses, management expenses, attorney expenses, Special Magistrate expenses, Lien Reduction processing fees, and other miscellaneous expenses incurred.

Length of Time the Violation Remained Non-Compliant:	Percentage Reduction:
Up to 1 year	Reduction to no less than two percent (2%) of the Lien amount
More than 1 year, up to 2 years	Reduction to no less than four percent (4%) of the Lien amount
More than 2 years, up to 5 years	Reduction to no less than eight percent (8%) of the Lien amount
More than 5 years, up to 10 years	Reduction to no less than twenty percent (20%) of the Lien amount
More than 10 years, up to 15 years	Reduction to no less than thirty percent (30%) of the Lien amount
More than 15 years	Reduction to no less than forty percent (40%) of the Lien amount

Recommendation

Approve the Second and Final Reading of the Proposed Ordinance #25-10 - Amending the Lien Policy, and Appeal Process.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

City of Kissimmee

Presenter: Mike Steigerwald

Attachment(s):

1. (S) 2025 Proposed Ordinance #25-10 - Amending the Code of Ordinances for Collection of Liens
2. Lien Ordinance Affidavit

PROPOSED ORDINANCE # 25-10

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, AMENDING DIVISION 4, LIEN POLICY; PROVIDING FOR THE ENFORCEMENT AND COLLECTION OF LIENS AND ASSOCIATED FEES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

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, “Administration”, Article VI, “Finance, of the City’s Code of Ordinance is hereby amended to add Division 4: Liens Policy 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

Division 4: Liens Policy

F. ~~Review of Lien~~ Appeals.

1. If the property has come into compliance, and fines are no longer accruing:
 - a. The property owner may file an appeal to the City Manager to contest the existence of the lien or the amount of the lien, within thirty (30) days after a notice of lien is sent by the City Clerk to the property owner.
 - b. The notice of lien appeal must be filed with the City Clerk within thirty (30) days of the Clerk’s mailing of the notice of lien. Failure to appeal within thirty (30) days will be considered an abandonment of any right to appeal or to contest the lien.
2. If the property owner has not come into compliance and fines continue to accrue:
 - a. The property owner may file an appeal to the City Manager to contest the existence of the lien or the amount of the lien within thirty (30) days after coming into compliance.
 - b. The notice of lien appeal must be filed with the City Clerk within thirty (30) days of the City determining that the property owner is in compliance, and fees are no longer being accrued. Failure to appeal within thirty (30) days will be considered an abandonment of any right to appeal or to contest the lien.

3. Upon receipt, the notice of lien appeal will be forwarded to the City Manager, who shall be empowered to adjust, settle, or compromise any appeal on behalf of the City, should the property owner prove a unique, compelling hardship, outside of the property owner's control. Ignorance of the rules, regulations, codes and /or law ~~which~~ that resulted in the lien, or the ability to pay the lien, is not a hardship.

4. If the City Manager and property owner fail to reach an agreement within fourteen (14) days of the date that the appeal was filed, the notice of lien appeal will be placed on the agenda of the next regularly scheduled City Commission meeting.

5. The City Manager may, at their discretion, establish a Lien Reduction Policy to establish a uniform method for calculating and recommending a lien reduction amount to the City Commission for consideration when requested by a property owner. However, any reduction of lien considered by either the City Manager or City Commission shall take into consideration the actual cost to the City, including but not limited to cost of remediation and administrative costs expended by the City to effectuate the lien. The lien at minimum shall reimburse the City for any expenses incurred, including employee wages for the time working the case from all departments involved, Special Magistrate / Hearing Officer costs, postage, copies and any other administrative costs reasonably incurred in the course of processing the lien.

SECTION 2. 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 3. 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 a public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 4. CODIFICATION. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of this Code of Laws and Ordinances of the City of Kissimmee, Florida. The codifier is authorized to make editorial changes not affecting the substance of the Ordinance, and that the Section(s) of this Ordinance may be renumbered or re-lettered to accomplish this intention, and that the word "Ordinance" may be changed to "Section", "Article" or another word.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take affect immediately upon its passage.

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

Jackie Espinosa, Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

LIEN REDUCTION POLICY

The purpose of the City of Kissimmee Lien Reduction Policy is to establish a uniform method for calculating a Lien reduction amount.

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Edmar Corachia, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Jun. 26, 2025

Notice ID: fEYaRlt96seTCP1hAxqf

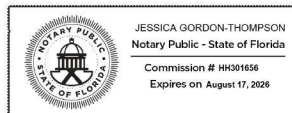
Notice Name: COK*PROPOSED ORDINANCE*Amending Lien Policy

PUBLICATION FEE: \$65.88

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Edmar Corachia

Agent



VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 06/27/2025

J. R. A.

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, July 1, 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 15, 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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, AMENDING DIVISION 4, LIEN POLICY; PROVIDING FOR THE ENFORCEMENT AND COLLECTION OF LIENS AND ASSOCIATED FEES; 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 PROCEEDINGS 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 26, 2025

ITEM 5.A

Public Hearing - Draft of City of Kissimmee 2025-2029 Consolidated Plan and the Program Year 2025 Annual Action Plan

Request

Direct staff to finalize the City of Kissimmee 2025-2029 Consolidated Plan and the Program Year 2025 Annual Action Plan with necessary edits and clarifications including public comments.

Explanation

The 2025-2029 Consolidated Plan is a five-year strategic plan that outlines how the City of Kissimmee will address its housing and community development needs. The Plan serves as a comprehensive document that guides the allocation of federal funds received from the Community Development Block Grant (CDBG) and the HOME Investment Partnerships (HOME). The Plan includes a thorough assessment of community needs related to housing, homelessness, and community development; and it outlines specific strategies and goals for addressing these needs, including how funds will be allocated and activities undertaken. It is developed with public input and participation from citizens, public and housing service providers, City program staff and elected officials.

The Consolidated Plan also includes the first year of the Annual Action Plan for the period. The Annual Action Plan outlines the specific activities that will be addressing the needs and priorities identified in the Five-Year Consolidated Plan.

Based on the information gathered and evaluated during the development of the Five-Year Consolidated Plan on the City's housing and community needs, the following needs (challenges, issues, and gaps) and goals (desired outcomes or objectives) were identified to be priorities during the next five years:

Identified Need	Associated Goals	Desired Objectives/Outcomes
Affordable Housing	Affordable Housing, Housing Preservation	Rehabilitation of rental housing; emergency rental assistance; construction of new rental housing; down-payment assistance for new homebuyers; owner-occupied single-family housing rehabilitation; code enforcement.
Public Facilities and Infrastructure Improvements	Public Facilities and Infrastructure Improvements	Community centers; shelters; traffic/street lighting; sidewalks; storm drainage
Public Services	Public Services	Child care services; homebuyer financial literacy and/or education; youth activity services; food security services; mental health services; job training; rental assistance
Economic Development	Economic Development	Financial assistance to small and micro-enterprise businesses; employment training; job placement services; commercial building facade improvements
Homeless Services	Affordable Housing, Public Services	Eviction prevention; healthcare; temporary shelter; mental health; permanent housing

Planning and Administration	CDBG Program Administration	Planning and research; project oversight; public outreach and engagement; training and capacity building; staff salaries; operational costs
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In addition, broadband services and climate resiliency are also mentioned in the Plan as low priority needs for the City of Kissimmee.

As stated before, the corresponding Program Year 2025 Annual Action Plan is also included as part of the Plan. The City anticipates receiving \$1,000,854 in Community Development Block Grant (CDBG) funds and \$326,732 in HOME Investment Partnership Program funds (the discussion on the HOME funds is included in the Osceola County Plans since the County is the lead agency for the Osceola HOME Consortia). The City intends to address the needs (challenges, issues, and gaps) and goals (desired outcomes or objectives) identified to be priorities during the next five years:

Identified Need	Associated Goals	Desired Objectives/Outcomes	Proposed Allocation
Affordable Housing	Affordable Housing, Housing Preservation	Rehabilitation of rental housing; owner-occupied single family housing rehabilitation; code enforcement.	\$650,556
Public Services	Public Services	Child care services; homebuyer financial literacy and/or education; youth activity services; job training; rental assistance	\$150,128
Planning and Administration	CDBG Program Administration	Planning and research; project oversight; public outreach and engagement; training and capacity building; staff salaries; operational costs	\$200,170

The Consolidated Plan and Annual Action Plan require strong citizen participation. To support this, surveys identifying housing and community development needs were collected from community partners and residents of Kissimmee. Additionally, representatives from the City of Kissimmee attended two community meetings to engage with attendees and discuss the development of the 2025–2029 Consolidated Plan before the Plan was created. The 30-day public comment period for the draft 2025–2029 Consolidated Plan and Program Year 2025 Annual Action Plan was held from June 13 through July 15, 2025. This public hearing marks the conclusion of the public comment period, as required, before finalizing the Consolidated Plan and Annual Action Plan.

The final Consolidated Plan and the Annual Action Plan, including all the comments received during the comment period and minor staff edits to the documents, will be submitted to the City Commission at the August 5th meeting for final approval before submission to HUD.

Recommendation

Direct staff to finalize the City of Kissimmee 2025-2029 Consolidated Plan and the Program Year 2025 Annual Action Plan with necessary edits and clarifications including public comments.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Frances DeJesus

Attachment(s):

1. DRAFT - 5 Year Consolidated Plan and Annual Action Plan
2. Gazette Ad - 30 day public comment period

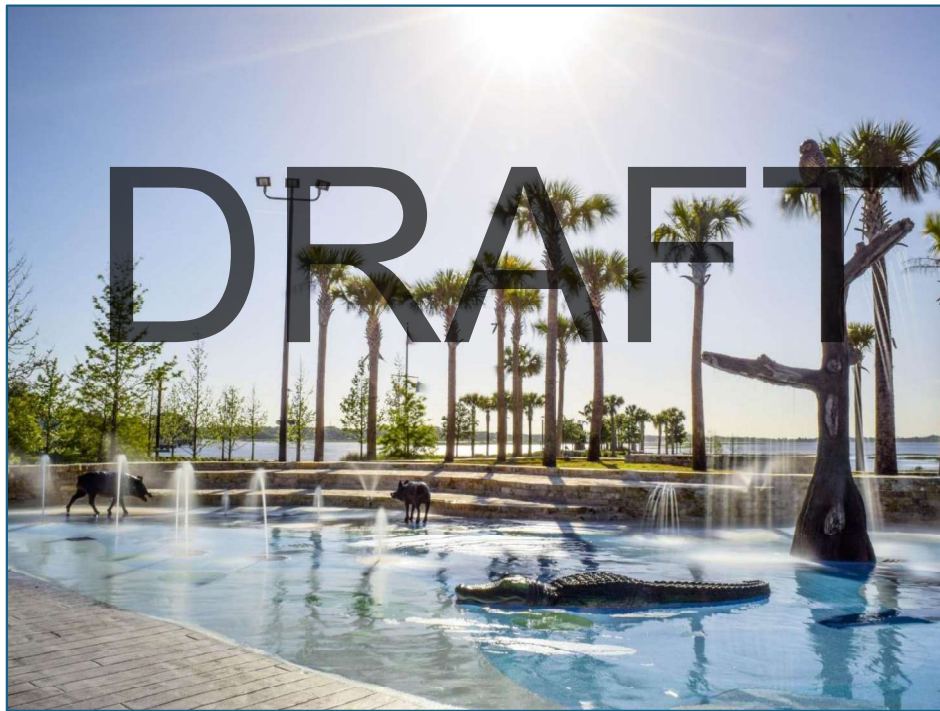


City of Kissimmee

2025-2029 Consolidated Plan

Program Year 2025 Annual Action Plan

U.S Department of Housing and Urban Development



Prepared by:

City of Kissimmee Housing and Community Development
Division

101 Church Street, Suite 200A

Kissimmee, Florida 34741

Executive Summary

ES-05 Executive Summary - 91.200(c), 91.220(b)

Introduction

The 2025-2029 Consolidated Plan and program year 2025 Annual Action Plan recognizes the City's twenty-first year as a Community Development Block Grant (CDBG) entitlement community. In addition, the City of Kissimmee is a member of the HOME Investment Partnership Program Consortium, in partnership with Osceola County, which provides additional affordable housing opportunities. These two Programs have allowed the City to address the priority housing and community development needs for low- to moderate-income households identified over the years in order to fulfill the mission of providing safe, decent, affordable housing and create sustainable living environments for all residents.

This Consolidated Plan represents and summarizes the housing and community development goals, objectives, outcomes and obstacles identified by citizens, regional and local housing and supportive services providers, the City's Affordable Housing Advisory Committee, and the City's elected officials and Department staff through direct consultation, surveys, and public meetings in an effort to increase coordination to better serve low- to moderate-income persons and households with Federal and State funding opportunities.

The overall goal of the housing and community development programs described within the Plan is to develop and improve viable urban communities by:

- Providing safe, decent, affordable housing and suitable living environments, and expanding economic opportunities for low- to moderate-income persons. This Plan envisions the creation and expansion of partnerships among all levels of government and the private sector, including for-profit and non-profit organizations.
- Safe, decent, and affordable housing must include assisting homeless persons in obtaining appropriate housing and assisting persons at risk of homelessness; retention of the City's affordable housing stock; and increasing the availability of permanent affordable housing for low- to moderate-income households.
- Providing a suitable living environment by improving the safety and livability of neighborhoods; increasing and improving access to quality public and private facilities and services; and preserving and restoring properties of special historic, architectural, or aesthetic value.

- Expanding economic opportunities that include the creation and retention of jobs; provision of public services concerned with empowering and permanently improving the financial stability of low- to moderate-income persons by providing education and training; and improving and expanding access to capital and credit for development activities that promote long-term economic and social viability of the community.

This Consolidated Plan and Annual Action Plan will help the City of Kissimmee make decisions regarding the use of U.S. Department of Housing and Urban Development (HUD) funding for housing, social services, infrastructure improvements and other community development services over the next five-year planning period.

Summary of the objectives and outcomes identified in the Plan

In the Strategic Plan portion of the Consolidated Plan, we identify 1) Geographical priorities for targeting Federal and State funds to areas based on credible data sources and consultation results; 2) Priority housing and community development needs based on credible data sources, and the Citizen Participation/Consultation processes; and 3) Housing and community development goals and objectives to address during the next five-year planning period and the first program year of the Consolidated Plan.

SP-10 Geographical Priorities

The City of Kissimmee has elected to allocate each program year's annual funding to projects and activities on a City-wide basis. In the event a specific local target area or neighborhood revitalization area is identified, a Substantial Amendment will be developed in order to target funds towards these identified areas where urgent needs exist in neighborhoods where at least 51% or more of the households are low- to moderate-income.

SP-25 Priority Needs

Through the results of the Citizen Participation/Consultation processes, the City of Kissimmee has selected the following priority needs to address over the next five-year planning period: Affordable Housing; Public Facilities and Infrastructure Improvements; Public Services; Economic Development; Homeless Services; and Planning/Administration. Although considered, Broadband Services needs were ranked by Survey Respondents as low-priority for the use of Federal and State funding over the next five-year planning period, coupled with the fact that data shows that there is only a 6.6% difference between households that have a computer in their home and households that have a dedicated broadband internet subscription. Likewise, Climate Resiliency needs were ranked by Survey Respondents as a low-priority for the use of Federal and State funding over the next five-year planning period. Other methods to incorporate "green"

standards into rehabilitation and infrastructure projects will be explored by the City over the next five-year planning period.

SP-45 Goals

In alignment with the priority needs identified through the Citizen Participation/Consultation processes, the City of Kissimmee has selected the following goals and objectives to address with Federal and State grant funding over the next five-year planning period: 1) Affordable Housing; 2) Housing Preservation; 3) Public Services; 4) Public Facilities and Infrastructure Improvements; 5) Economic Development; 6) Planning/Administration.

AP-20 Annual Goals and Objectives

During the first program year of the 2025-2029 Consolidated Plan, the City of Kissimmee has selected three (3) goals to address with Federal and State funding: 1) Planning/Administration; 2) Housing Preservation; and 3) Public Services. Specific projects to fund during the 2025 program year include: 1) Public Services – The City of Kissimmee will allocate CDBG funding towards the implementation of eligible public services activities to low- to moderate-income persons and households delivered by local housing, other non-housing support service providers, and City Departments; 2) Code Enforcement – The City of Kissimmee will continue to allocate CDBG Program funding towards the salary of a Code Enforcement Officer that is designated to a specific zone that is predominantly low- to moderate-income households; 3) Housing Rehabilitation - The City of Kissimmee will allocate CDBG funding towards rehabilitation of owner-occupied and rental housing units for very-low, and low- and moderate-income residents; and 4) Planning/Administration – The City of Kissimmee will allocate CDBG funding towards daily, eligible planning and program administration activities necessary to implement CDBG Program funding within compliance with Program guidelines.

Evaluation of past performance

During the implementation of the 2020-2024 Consolidated Plan, the City of Kissimmee strived to address its funding priorities by allocating funding to six (6) eligible goal categories: 1) Affordable Housing; 2) Housing Preservation; 3) Public Services; 4) Economic Development; 5) Public Facilities and Infrastructure Development; and 5) Program Administration.

According to the latest program year 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER), which captures overall accomplishments across multiple program years, the City of Kissimmee selected projects aligned with these overarching goals and objectives, and then produced favorable outcomes.

Goal #1: Affordable Housing

Priority #01: Improve availability and accessibility of affordable housing to persons and households with low- to moderate incomes.

Outcome: Between 2020 and 2024, 107 low- to moderate income households received mortgage or rental assistance (due to the COVID-19 financial crisis); and 5 new rental housing units were constructed.

Goal #02: Housing Preservation

Priority #02: Promote preservation and sustainability of the City's existing housing stock.

Outcome: Between 2020 and 2024, 4 rental housing units were rehabilitated; and 1,035 residential units and 1,224 businesses were inspected by the City's designated Code Enforcement Officer with the goal of addresses substandard housing and commercial buildings operated out of compliance with local building codes.

Goal #03: Public Services

Priority #03: Improve access to financial and supportive services for homeless persons, persons at-risk of homelessness, and persons who are not homeless, but have other special needs.

Outcome: Between 2020 and 2024, 1,081 homeless individuals received case management, street outreach and other support services; 340 homeless children received scholarships to the City's DreamBuilders Summer Camp program; 18 extremely-low income individuals received healthcare services; and 6 developmentally disabled individuals received transportation services to and from an Adult Training Program a total of 2,624 round trips.

Goal #04: Economic Development

Priority #04: Improve access to economic opportunities and jobs for low- to moderate-income persons.

Outcome: Between 2020 and 2024, 17 low-income persons received employment services.

Goal #05: Public Facilities and Infrastructure Improvements

Priority #05: Create sustainable living environments for low- to moderate-income persons.

Outcome: Between 2020 and 2024, 93 persons benefitted from renovations to public facilities.

Goal #06: Program Administration

Outcome: Between 2020 and 2024, the City of Kissimmee used CDBG program administration funds to effectively implement CDBG program funded activities within compliance with Program guidelines.

Summary of citizen participation process and consultation process

Representatives from the City of Kissimmee Housing and Community Development Division attended two public meetings to address attendees and discuss the City of Kissimmee's 2025-2029 Consolidated Plan process. The first was held at the NAACP monthly meeting on May 13, 2025 at the Chambers Park community center to solicit public input on general housing and community development goals and distribute housing and community development surveys. The second was held on May 22, 2025 at Haven on Vine Apartments to solicit public input on general housing and community development goals and to distribute housing and community development surveys. In addition, the City of Kissimmee Housing and Community Development Division created a *5-Year Housing and Community Development Goals 2025-2029 Survey* to collect public input on housing and community development needs which was distributed at the public meetings and online through a link provided to all consulted agencies. The City collected a total of 13 responses. In addition, Osceola County created a *5-Year Housing and Community Development Goals Survey* that was posted to the County's website between December 2024 and June 2025. That Survey collected 138 responses from Kissimmee residents. Both Surveys were evaluated and used to determine the priority needs and goals for the next five year period. The City of Kissimmee Housing and Community Development Division conducted fifteen (15) direct consultation meetings with regional and local housing and community development stakeholders, and City Departments to discuss each organization or Department's goals and objectives and priority needs to better serve their clientele over the next five-year planning period. A summary of each consultation meeting can be found in Section PR-10 Consultation of this Consolidated Plan. A 30-day public comment period will be held June 13, 2025 through July 15, 2025 to solicit public comments on the draft 2025-2029 Consolidated Plan and program year 2025 Annual Action Plan. A final public hearing will be held at the City of Kissimmee Commission Chambers at 6:00 p.m. on July 15, 2025 to collect any final comments on the draft 2025-2029 Consolidated Plan and program year 2025 Annual Action Plan and seek Commission approval for final edits and submission of the Plans to HUD prior to the national deadline of August 15, 2025.

Summary of public comments

This section will be completed after the conclusion of the 30-day public comment period and final public hearing.

Summary of comments or views not accepted and the reasons for not accepting them

This section will be completed after the conclusion of the 30-day public comment period and final public hearing.

DRAFT

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	KISSIMMEE	Housing and Community Development Division
CDBG Administrator	KISSIMMEE	Housing and Community Development Division
HOME Administrator	OSCEOLA COUNTY	Housing and Community Services Department

Table 1 – Responsible Agencies

Narrative

The City of Kissimmee Housing and Community Development Division administers local, state, and federal funds designated for housing and community development. This includes funds from the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program, Florida's State Housing Initiatives Partnership (SHIP) program, and other state and federal grant programs that benefit low and moderate-income households and improve neighborhoods. The City of Kissimmee receives an annual allocation of HOME Investment Partnerships Program funding for affordable housing opportunities that is administered by the Osceola County Housing and Community Services Department as the lead agency of the Osceola County HOME Consortium.

Consolidated Plan Public Contact Information

Frances DeJesus

Housing and Community Development Manager

Phone: (407) 518-2156

Email: frances.dejesus@kissimmee.gov

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

In order to increase cooperation and coordination efforts between City of Kissimmee, regional planning organizations, and housing and supportive services providers throughout the Central Florida region, the City of Kissimmee Housing and Community Development Division developed a list of 22 stakeholders composed of local governments, public institutions, and local non-profit housing and supportive service providers for consultation purposes throughout the development of the Consolidated Plan. The stakeholders list was used to determine which agencies would be contacted throughout the development process to record housing and community development needs, data and information on the populations served, and the current inventory of housing and supportive services offered throughout the county and region. The City of Kissimmee conducted a total of 15 virtual consultations between March and May 2025.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The Kissimmee Housing and Community Development Division works directly with local public and private housing supportive and public service providers by providing annual CDBG funding towards activities such as affordable housing, public facilities and infrastructure, and other public services activities to expand outreach and coordination to serve low- to moderate-income persons and families, homeless persons and non-homeless, special needs populations.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Kissimmee Housing and Community Development Division works directly with the Homeless Services Network of Central Florida, who is the lead administrator for the regional Continuum of Care (CoC), through telephone and e-mail to gather the latest Point-in-Time Counts and other vital information necessary to properly document the needs of the homeless population, as well as the inventory of housing and supportive services available to meet the needs of the homeless population.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Kissimmee is not an eligible Emergency Solutions Grant funding recipient, but we do consult with Homeless Services Network of Central Florida to determine specific homeless trends in our immediate area and discuss potential ways to further the Network's goals and objectives through alternative funding methods to address the needs of residents experiencing or at-risk of homelessness.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

DRAFT

Table 2– Agencies, groups, organizations who participated

1	Agency/Group/Organization	East Central Florida Regional Planning Council
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation meeting on February 25, 2025 to discuss priority needs including workforce development and economic resilience in the City of Kissimmee and to gain insight on regional planning efforts in the last five years and the upcoming 2025-2029 consolidated planning period. The ECFRPC shared valuable documentation regarding their CEDS 2022-2027 Plan and other interactive tools that the City of Kissimmee can use to align their HCD goals and objectives with and improve coordination during this consolidated planning period.
2	Agency/Group/Organization	Osceola Community Health Services (BVL Health Clinic)
	Agency/Group/Organization Type	Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Public Services
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation meeting on March 19, 2025 to discuss priority needs for funding including operation costs and mental health services for Kissimmee's very-low, low, and moderate-income residents. Osceola Community Health Services is a Federally-qualified Community Health Organization who operates nine (9) locations in the Central Florida region, two (2) of which are located near Kissimmee. The purpose of this consultation was to discuss future potential public services to fund over the next five year consolidated planning period.
3	Agency/Group/Organization	Habitat for Humanity, Osceola
	Agency/Group/Organization Type	Housing Services - Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation meeting on March 25, 2025 to discuss priority needs for affordable housing funding including down payment assistance, land acquisition, affordable housing development, housing counseling services, and homebuyer education for Kissimmee's very-low, low, and moderate-income residents. The purpose of this consultation was to determine where affordable housing funding would be best used over the next five-year consolidated planning period to make the biggest impact to Kissimmee's current housing market.
4	Agency/Group/Organization	Homeless Services Network of Central Florida
	Agency/Group/Organization Type	Services-homeless Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation meeting on April 10, 2025 to discuss priority needs for homeless persons and families living unsheltered in and around City of Kissimmee. The top priority need identified was temporary shelter for homeless persons sleeping outside in public spaces. We also discussed the uniqueness of homelessness trends in and around Kissimmee and how the new Florida State legislation and Federal regulations that prohibits homeless persons from living in outside public spaces (encampments) has impacted that homelessness looks like in Kissimmee. One of the biggest barriers to keeping people housed in and around Kissimmee are the high eviction rates and restrictions of paying court fees with money orders or cash at the time of eviction. The purpose of this consultation was to identify the priority needs and trends of homelessness in and around Kissimmee to better use housing and community development funds to reduce the number of homeless persons and families in our communities. Homeless Services Network also provided several resources that the City will use to update its internal Homelessness Strategy over the next five year consolidated planning period.
5	Agency/Group/Organization	Helping Others Make the Effort
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation meeting on April 10, 2025 to discuss priority needs for homeless women and children who are also victims of domestic violence in the City of Kissimmee. Priority needs identified include homeless prevention services (emergency rental assistance) and case management services including funding for salaries to add case managers. The purpose of this consultation was to determine how housing and community development funds can be used to support local housing and supportive service providers and improve coordination of these services to persons facing homeless due to domestic violence and generational poverty.
6	Agency/Group/Organization	Osceola Council on Aging
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation meeting on April 14, 2025 to discuss priority needs for affordable housing for both very-low, low- and moderate-income families and elderly persons in the City of Kissimmee. Some priority needs identified include emergency rental assistance (top priority), permanent housing for very-low income persons and families, and rehabilitation of multi-family rental housing units that were previously developed with NSP funds and have now aged. Another priority need identified is rehabilitation of multi-family rental units that were damaged during the 2023-2024 hurricane seasons. The Council on Aging is the only CHDO in Osceola County and receives HOME set-aside funds on an annual basis, but due to the capacity of the agency and the overwhelming need for services not eligible under the HOME program, new affordable housing development is difficult to achieve. The purpose of this consultation was to improve coordination between City of Kissimmee and the Council on Aging to address affordable housing issues with housing and community development funding over the next five-year consolidated planning period.
7	Agency/Group/Organization	Hope Partnership
	Agency/Group/Organization Type	Services – Housing Services-homeless Services-Health Services-Employment Foundation
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs – Chronically homeless Homeless Needs – Families with children Homelessness Needs – Veterans

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation meeting on May 14, 2025 to discuss priority needs for very-low income and homeless persons and families in Kissimmee. The Hope Partnership is a local housing and supportive services provider that connects persons in need to housing, food pantry services, employment services, and mental health services within the County. Priority needs identified include access to affordable housing, supportive services like a Drop-in Service Center that provides temporary shelter and other necessary services for episodic homeless and chronic homeless persons, job creation and placement services, mental health services, and diversion programs. The purpose of this consultation was to identify priority needs, but to also discuss potential funding opportunities to address these needs and improve coordination between the City of Kissimmee and local housing and supportive service providers in and around Kissimmee.
8	Agency/Group/Organization	HANDS of Central Florida
	Agency/Group/Organization Type	Housing Services—Housing Regional organization CHDO
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation meeting on May 12, 2025 to discuss priority needs for affordable housing for very-low, low- and moderate income residents in Kissimmee. HANDS of Central Florida is a housing developer and HUD certified Community Housing Development Organization in Central Florida, and this is the first time we have consulted directly with this organization. HANDS has served the region since 1989 and owns and operates 11 affordable housing developments and 611 affordable multi-family rental units in the region. 72 affordable rental units are in Kissimmee (Pebble Creek Apartments). Within the last five years, HANDS has developed 6 new single-family homes in Osceola County that are affordable rental housing. A majority of their clientele is 80-120% AMI. The top priority identified is housing counseling services, specifically one-on-one credit counseling and preparation to move from rental to homeownership. One of the barriers identified is that HOME funding is too restrictive, and does not allow enough flexibility to develop new affordable housing. The purpose of this consultation was to improve coordination with housing developers in the region to better identify the barriers and obstacles that is preventing the development and preservation of affordable housing in Kissimmee.
9	Agency/Group/Organization	City of Kissimmee
	Agency/Group/Organization Type	Other government – Local
	What section of the Plan was addressed by Consultation?	Funding needs and priorities

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Between March 24, 2025 and April 21, 2025, we conducted multiple virtual consultations with the City's Parks and Recreation Department, Code Enforcement Department, Kissimmee CRA, Public Works and Engineering, and the City Manager's Office to discuss priority needs and potential projects to receive CDBG and HOME funding over the 2025-2029 Consolidated Plan period. The purpose of this consultation was to improve coordination with internal City Departments and organizations to better identify specific housing and community development needs and to discuss current or future projects that are a priority for the City.
10	Agency/Group/Organization	Upwards (WeeCare)
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Economic Development Childcare Services
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation on May 27, 2025 with Upwards, a for-profit micro-enterprise business, to discuss how their Boost Program provides technical assistance to licensed, in-home childcare providers on ways to connect those in need of childcare to childcare providers in their area and also boosting the revenue of licensed, in-home childcare providers across the nation. The purpose of this consultation was to improve coordination with organizations that provide innovative ways to increase economic development opportunities in our community.
11	Agency/Group/Organization	Help Now of Osceola
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Homeless Needs – Families with children

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	We conducted a virtual consultation on April 21, 2025 with Help Now of Osceola, to discuss priority needs for persons and families who are victims of domestic violence and are also homeless. The top priorities identified include specialized case management, more affordable housing options to avoid future homelessness, and supportive housing services including childcare, family counseling, and mental health counseling. The purpose of this consultation was to improve coordination between the City and local housing and supportive services organizations in our area to identify these priority needs and better plan for potential projects that could address some of these needs for our most vulnerable populations.
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Identify any Agency Types not consulted and provide rationale for not consulting

The Kissimmee Housing and Community Development Division requested consultation meetings with the local school district, health department, and chamber of commerce in order to discuss priority funding needs and data collection, but was not able to establish direct contact during the consultation process. Furthermore, we did not consult directly with any broadband internet providers during the development of this Consolidated Plan because there are no current plans to use HUD program funding for projects and activities related to the expansion of internet services over the next five-year period, due to the fact that there is a low-priority need based on Survey Respondents and data evaluated.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Homeless Services Network of Central Florida	Promoting the regional goal of ending homelessness. Promoting access to and effective use of mainstream benefits. Optimizing self-sufficiency among individuals and families who are experiencing homelessness.
City's SHIP Plan	Housing and Community Development Division	Promoting affordable housing opportunities.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
East Central Florida Strategic Regional Policy	East Central Florida Regional Planning Council	Goals of the City's Consolidated Plan align overall with the East Central Florida Strategic Regional Policy Plan 2060 and Comprehensive Economic Development Strategy 2022 in the areas of economic development, affordable housing and regional transportation.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The City of Kissimmee has an established working relationship with Osceola County, as HOME Consortium partners, and directly consulted with the County throughout the development process in order to ensure that the goals, objectives and funding priorities were accepted and coordinated with each community. The Consultant, Langton Associates, Inc. also reviewed the State of Florida's current Consolidated Plan in order to ensure that the goals, objectives, and priority needs documented are aligned with the current strategies and programs administered by State Department and Agencies.

DRAFT

PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Representatives from the Kissimmee Housing and Community Development Division attended two public meetings to address attendees and discuss the City of Kissimmee's 2025-2029 Consolidated Plan process. The first was held at the NAACP monthly meeting on May 13, 2025 at the Chambers Park community center to solicit public input on general housing and community development goals and distribute housing and community development surveys. The second was held on May 22, 2025 at Haven on Vine Apartments to solicit public input on general housing and community development goals and to distribute housing and community development surveys. In addition, the City of Kissimmee Housing and Community Development Division created a *5-Year Housing and Community Development Goals 2025-2029 Survey* to collect public input on housing and community development needs which was distributed at the public meetings and online through a link provided to all consulted agencies. The City collected a total of 13 responses. In addition, Osceola County created a *5-Year Housing and Community Development Goals Survey* that was posted to the County's website between December 2024 and June 2025. That Survey collected 138 responses from Kissimmee residents. Both Surveys were evaluated and used to determine the priority needs and goals for the next five year period. A 30-day public comment period will be held June 13, 2025 through July 15, 2025 to solicit public comments on the draft 2025-2029 Consolidated Plan and program year 2025 Annual Action Plan. A final public hearing will be held at the City of Kissimmee Commission Chambers at 6:00 p.m. on July 15, 2025 to collect any final comments on the draft 2025-2029 Consolidated Plan and program year 2025 Annual Action Plan and seek Commission approval for final edits and submission of the Plans to HUD prior to the national deadline of August 15, 2025.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
1	Public Meeting	Non-targeted/broad community	A public meeting was conducted by the NAACP on May 13, 2025 at 6:00 p.m. located at the Chambers Park community center in Kissimmee. During the meeting a representative from the Kissimmee Housing and Community Development Division attended and addressed attendees to solicit public input on the development of the 2025-2029 Consolidated Plan and 2025 Annual Action Plan processes and also distributed hard copy surveys to collect information on housing and community development needs.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
2	Public Meeting	Non-targeted/broad community	A public meeting was conducted on May 22, 2025 at 6:00 p.m. at Haven on Vine Apartments in Kissimmee. During the meeting a representative from the Kissimmee Housing and Community Development Division attended and addressed attendees to solicit public input on the development of the 2025-2029 Consolidated Plan and 2025 Annual Action Plan processes and also distributed hard copy surveys to collect information on housing and community development needs.		

3	Internet Outreach	Non-targeted/broad community	In addition, the City of Kissimmee Housing and Community Development Division created a <i>5-Year Housing and Community Development Goals 2025-2029 Survey</i> to collect public input on housing and community development needs which was distributed at the public meetings and online through a link provided to all consulted agencies. The City collected a total of 13 responses. In addition, Osceola County created a <i>5-Year Housing and Community Development Goals Survey</i> that was posted to the County's website between December 2024 and June 2025. That Survey collected 138	The most common type of resident who responded were renters.	
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
			responses from Kissimmee residents. Both Surveys were evaluated and used to determine the priority needs and goals for the next five year period		
4	Newspaper Ad	Non-targeted/broad community	A 30-day public comment period on the draft 2025-2029 Consolidated Plan and program year 2025 Annual Action Plan will start Friday, June 13, 2025 and end Tuesday, July 15, 2025. The draft 2025-2029 Consolidated Plan and program year 2025 Annual Action Plan will be posted to the City's website and available for request via email. To obtain a copy of the draft Plans or make comments, citizens can email frances.dejesus@kissimmee.gov.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
5	Public Hearing	Non-targeted/broad community	A public hearing will be held at 6:00 p.m. on Tuesday, July 15, 2025 at the City of Kissimmee Commission Chambers located at Kissimmee City Hall, 101 Church Street, Kissimmee, Florida 34741 to solicit any final public comments on the draft 2025-2029 and program year 2025 Annual Action Plan and seek Commission approval for final edits and submission of the Consolidated Plan and Annual Action Plan to HUD prior to the national deadline of Friday, August 15, 2025.		

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

Because the City of Kissimmee is a member of the Osceola County HOME Consortium, and only receives direct allocations of Community Development Block Grant Program funding, much of the data and assessment of our jurisdictions housing needs are more thoroughly explained in the Osceola County HOME Consortium 2025-2019 Consolidated Plan. We recommend that you also review the County's Consolidated Plan for more in-depth evaluation of housing needs in and around Kissimmee. In this section of the Needs Assessment, we examine the results from the *City of Kissimmee 5-Year Housing and Community Development Goals Survey* to determine what the most common housing and non-housing community development needs are for persons with a household income below 80% of the area median income in Kissimmee.

General Housing Needs

According to the HUD CPD Mapping Tool, there are an estimated total of 22,836 households in Kissimmee, Florida. Of the estimated total households, 10,155 are owner-occupied and 12,681 are renter-occupied. Approximately 8,800 or 38.5% of these households experience at least one of the four common housing problems (Substandard housing, overcrowding, cost burden (30% or more), and severe cost burden (50% or more). The most common housing problem experienced by low- to moderate-income households is severe cost burden (50% or more of monthly income spent on housing costs), and extremely low-income households (0-30% of the area median income) make up for the highest number of households facing severe cost burden.

NA-50 Non-Housing Community Development Needs

The *City of Kissimmee 5-Year Housing and Community Development Goals Survey* was in hard copy version distributed at the two public meetings, and emailed directly to consulted agencies to solicit public input from Kissimmee residents, regional planning organizations and public institutions, City Departments, and local housing and supportive services providers. We ask Respondents to rank their priority needs in the areas of Public Facilities, Public Improvements and Public Services, as required by HUD. In addition, we asked Respondents to rank their priority needs in the areas of Affordable Housing, Homeless Services, Economic Development, Non-Homeless Special Needs, Broadband Services, and Climate Resiliency.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

This City of Kissimmee does not have a documented unmet need for Tenant-Based Rental Assistance (TBRA) for persons with a specific category of disabilities, therefore the City will not establish a preference to target TBRA funding towards a specific category of persons or families during the next five-year planning period.

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NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

According to the City of Kissimmee *5-Year Housing and Community Development Goals 2025-2029 Survey* results collected thus far, the top three (3) types of public facilities, or community facilities, chosen as the highest priorities are community centers, parks and recreational facilities, and libraries.

How were these needs determined?

The City of Kissimmee Housing and Community Development Division developed a *5-Year Housing and Community Development Goals Survey* which was distributed to wide variety of participants (i.e., City Departments, local housing and supportive services providers, residents, etc.) e-mailed directly to consulted agencies, and distributed in hard copy version at community meetings and public forums. In addition, The City collected a total of 13 responses. In addition, Osceola County created a *5-Year Housing and Community Development Goals Survey* that was posted to the County's website between December 2024 and June 2025. That Survey collected 138 responses from Kissimmee residents. Both Surveys were evaluated and used to determine the priority needs and goals for the next five year period. The survey was created and maintained by the Housing and Community Development Division and their Consultant through an online website provided by SurveyMonkey.com. The surveys were available to the public between December 2024 and June 2025. Survey results were continuously evaluated and documented throughout the Consolidated Plan drafting process. Pre-populated tables and graphs based on survey results were used to determine the level of need for each eligible community development category according to the respondents' selections. Public comment was also collected at community meetings and public hearings to determine which neighborhoods need these public facilities.

Describe the jurisdiction's need for Public Improvements:

According to the City of Kissimmee *5-Year Housing and Community Development Goals 2025-2029 Survey* results, the top three (3) types of public improvements, or infrastructure, chosen as the highest priorities are traffic/street lighting improvements, sidewalk improvements, and storm drainage improvements.

How were these needs determined?

The City of Kissimmee Housing and Community Development Division developed a *5-Year Housing and Community Development Goals Survey* which was distributed to wide variety of participants (i.e., City Departments, local housing and supportive services providers, residents, etc.) e-mailed directly to consulted agencies, and distributed in hard copy version at community meetings and public forums. In addition, The City collected a total of 13 responses. In addition, Osceola County created a *5-Year Housing and Community Development Goals Survey* that was posted to the County's website between December 2024 and June 2025. That Survey collected 138 responses from Kissimmee residents. Both Surveys were evaluated and used to determine the priority needs and goals for the next five year period. The survey was created and maintained by the Housing and Community Development Division and their Consultant through an online website provided by SurveyMonkey.com. The surveys were available to the public between December 2024 and June 2025. Survey results were continuously evaluated and documented throughout the Consolidated Plan drafting process. Pre-populated tables and graphs based on survey results were used to determine the level of need for each eligible community development category according to the respondents' selections. Public comment was also collected at community meetings and public hearings to determine which neighborhoods need these public improvements.

Describe the jurisdiction's need for Public Services:

According to the City of Kissimmee *5-Year Housing and Community Development Goals 2025-2029 Survey* results, the top three (3) types of public services, or community services, chosen as the highest priorities are healthcare services, mental health services, and senior activity services. According to the City of Kissimmee *5-Year Housing and Community Development Goals 2025-2029 Survey* results from the hard copy Surveys collected at public meetings, the top three (3) types of public services chosen as the highest priorities are food banks, health services (healthcare/mental health services), and services for persons with disabilities/childcare services (both tied for third). Public or community services are always one of the greatest needs in The City of Kissimmee communities. These types of services are usually provided by smaller, local supportive services agencies that operate with limited staff and resources. Furthermore, there are funding cap limitations for using Federal funds towards these types of projects.

How were these needs determined?

The City of Kissimmee Housing and Community Development Division developed a *5-Year Housing and Community Development Goals Survey* which was distributed to wide variety of participants (i.e., City Departments, local housing and supportive services providers, residents, etc.) e-mailed directly to consulted agencies, and distributed in hard copy version at community meetings and public forums. In addition, The City collected a total of 13 responses. In addition, Osceola County created a *5-Year Housing and Community Development Goals Survey* that was posted to the County's website between December 2024 and June 2025. That Survey collected 138 responses from Kissimmee residents. Both Surveys were evaluated and used to determine the priority needs and goals for the next five year period which was distributed to wide variety of participants (i.e., City Departments, local housing and supportive services providers, residents, etc.) through a link posted on the City of Kissimmee webpage, e-mailed directly to consulted agencies, and in hard copy version at community meetings and public forums. The survey was created and maintained by the Housing and Community Development Division and their Consultant through an online website provided by SurveyMonkey.com. The surveys were available to the public between December 2024 and June 2025. Survey results were continuously evaluated and documented throughout the Consolidated Plan drafting process. Pre-populated tables and graphs based on survey results were used to determine the level of need for each eligible community development category according to the respondents' selections. Public comment was also collected at community meetings and public hearings to determine which neighborhoods need these public services.

Discussion:

The 5-Year Housing and Community Development Goals Survey also collected public input in the areas of Affordable Housing, Economic Development, Services for Homeless Persons, and Activities/Services for Non-Homeless Persons with Special Needs.

According to the results of both the online and the hard copy versions of the Survey, the top three (3) types of affordable housing activities in need of funding are: 1) emergency rental assistance; 2) down payment assistance for new home buyers; and 3)

construction of new rental housing/rehabilitation of owner-occupied housing (tied for third). The top three (3) economic development activities in need of funding are: 1) job services; 2) financial assistance for small businesses; and 3) commercial building façade improvements. The top three (3) types of services for homeless persons in need of funding are: 1) temporary shelter for homeless people/families; 2) mental health services; and 3) healthcare services/permanent housing for homeless persons/families (tied for third). The top three (3) activities/services for non-homeless persons with special needs in need of funding are: 1) accessible housing improvements for persons with disabilities; 2) domestic violence services; and 3) substance abuse services.

In addition, we asked Respondents to rank broadband services and climate resiliency goals to address over the next five year planning period. In terms of broadband services, Respondents ranked an increase in access to affordable broadband services as the highest priority. For climate resiliency goals, Respondents ranked protection of infrastructure from natural disaster-caused floods as the highest priority to address over the next five year planning period.

Based on the needs analysis above, describe the State's needs in Colonias

This section is not applicable to the City of Kissimmee because Florida is not one of the four Border States that shares a border with Mexico. HUD and USDA Rural Development both define colonias as rural communities within the US-Mexico board region that lack adequate water, sewer, decent housing or a combination of all three. The four Border States include Texas, New Mexico, Arizona, and California.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The Market Analysis section of the Consolidated Plan provides an in-depth review of the current characteristics and condition of the general housing market, significant characteristics of the local economy in Kissimmee, comparison of needs identified in the Needs Assessment section of the Consolidated Plan versus needs identified in the Housing Market Analysis, broadband internet service needs and data, and how the City will address Hazard Mitigation needs over the next five-year planning period. The following is a summary of findings for each of these sections:

MA-45 Non-Housing Community Development Assets

According to data provided by HUD, the top 3 business sectors with a higher jobs to workers ratio in the Orlando-Kissimmee-Sanford Metropolitan Area include Transportation and Warehousing; Finance, Insurance and Real Estate; and Professional, Scientific and Management Services, which represents a stark contrast to the previous five years. The top 3 business sectors with a higher workers to jobs ratio include Arts, Entertainment, and Accommodations; Wholesale Trade; and Agriculture, Mining, Oil and Gas Extraction. Other information in this section includes a description how of public and private sector has influenced the economy and the workforce.

MA-50 Needs and Market Analysis Discussion

According to the findings described in the Needs Assessment regarding housing problems, we determined that there were several cases of disproportionately greater need in Kissimmee. In this section of the Market Analysis, we identify these areas of concentration, and discuss the number of types of commercial community development assets in these communities that are considered when developing strategic opportunities for revitalization projects.

MA-60 Broadband Needs of Low to Moderate-Income Households

According to 2023 Census Bureau data, 95.9% of households in Kissimmee reported to have a computer within their household, but only 89.3% of households in Kissimmee reported to have a broadband internet subscription. In this section of the Market Analysis we analyze the current access that low- to moderate-income households have to broadband and also weigh the benefits of increasing the choice of broadband service providers to potentially lower broadband service costs for low- to moderate-income households.

MA-65 Hazard Mitigation

Like most Florida communities, the City of Kissimmee is dedicated to research and potential mitigation strategies associated with increased hazards due to climate change. In this section of the Market Analysis, we evaluate the type of level of risk associated with increased hazards due to climate change, and analyze how these risks can increase vulnerabilities for low- to moderate-income households.

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MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

The City of Kissimmee is dedicated to the continued efforts of building and maintaining a solid workforce, while carefully planning future infrastructure improvements in order to strengthen and grow its top performing business sectors. In this section of the Housing Market Analysis, we examined data provided by Bureau of Labor Statistics for the Orlando-Kissimmee-Sanford Metropolitan Area to determine how the 11 common business sectors support the current workforce and infrastructure, what the workforce and infrastructure needs are, and describe the current projects and initiatives being implemented within the city to meet the goals and objectives for economic success. Public Administration and Other Services have been removed for the purposes of demonstrating an accurate count of the workforce in and around Kissimmee, Florida.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs*	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	647	1,470	0.40%	0.18%	+227%
Arts, Entertainment, Accommodations	30,771	28,430	19%	3.5%	-92%
Construction	10,299	61,510	6.5%	7.7%	+597%
Education and Health Care Services	21,984	58,840	13.8%	7.3%	+267%
Finance, Insurance, and Real Estate	8,862	93,670	5.6%	11.7%	+1056%
Information	2,042	11,270	1.3%	1.4%	+552%
Manufacturing	6,036	37,920	3.8%	4.7%	+628%
Professional, Scientific, Management Services	8,707	80,450	5.5%	10.0%	+923%
Retail Trade	20,378	150,100	12.8%	18.7%	+736%
Transportation & Warehousing	10,456	118,970	6.5%	14.8%	+1137%
Wholesale Trade	6,076	9,030	3.8%	1.1%	+148%
Grand Total	150,416	567,360	--	--	--

Table 5 - Business Activity

Data Source: 2023 Longitudinal Employer-Household Dynamics (Workers), 2023 US Bureau of Labor and Statistics Orlando-Kissimmee-Sanford Metropolitan Area Estimates (Jobs)

*Number of Jobs includes employment sectors in the Orlando-Kissimmee-Sanford MSA

Labor Force

Total Population in the Civilian Labor Force	57,084
Civilian Employed Population 16 years and over	55,261
Unemployment Rate	3.3%
Unemployment Rate for Ages 16-24	Not available
Unemployment Rate for Ages 25-65	Not available

Table 6 - Labor Force

Data Source: Unemployment Statistics by County, Florida Department of Commerce (April 2025)

Occupations by Sector	Number of People
Management, business and financial	17,569
Farming, fisheries and forestry occupations	647
Service	52,755
Sales and office	42,954
Construction, extraction, maintenance and repair	10,299
Production, transportation and material moving	10,456

Table 7 – Occupations by Sector

Data Source: 2023 Longitudinal Employer-Household Dynamics (Workers)

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	11,124	20%
30-59 Minutes	41,715	75%
60 or More Minutes	2,422	5%
Total	55,261	100%

Table 8 - Travel Time

Data Source: 2023 Summary of Employment, Demographics, and Commuting Patterns for Kissimmee, Florida, Florida Commerce

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	Not available	Not available	Not available
High school graduate (includes equivalency)	39,460	1,549	Not available
Some college or Associate's degree	Not available	Not available	Not available
Bachelor's degree or higher	13,786	466	Not available

Table 9 - Educational Attainment by Employment Status

Data Source: 2023 Summary of Employment, Demographics, and Commuting Patterns for Kissimmee, Florida, Florida Commerce

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	\$15,000
High school graduate (includes equivalency)	\$31,000
Some college or Associate's degree	\$39,996
Bachelor's degree	\$68,711
Graduate or professional degree	\$71,711

Table 8 - Median Earnings in the Past 12 Months

Data Source: 2023 Summary of Employment, Demographics, and Commuting Patterns for Osceola County, Florida Commerce

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Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

According to Table 3 above, the top three business sectors that indicate the highest percentages of jobs to workers ratios in the Orlando-Kissimmee-Sanford Metropolitan Area are Transportation and Warehousing; Finance, Insurance and Real Estate; and Professional, Scientific and Management Services, which represents a stark contrast from the previous five-year period where data showed that Arts, Entertainment and Accommodations; Construction; and Retail Trade were the top three industries with the highest jobs to workers ratio. These numbers align with and increase in higher educational attainment as described in Table 7 above, and also aligns with the regional efforts to increase higher paying jobs in the advanced manufacturing and technology business sectors.

Also according to Table 3 above, the top three business sectors that indicate the highest percentages of workers to jobs ratios are Arts, Entertainment, and Accommodations; Wholesale Trade; and Agriculture, Mining, Oil & Gas Extraction. These numbers indicate a decrease in jobs available compared to the previous five-year period, but also aligns with the regional efforts to increase higher paying jobs in the advanced manufacturing and technology business sectors.

Describe the workforce and infrastructure needs of the business community:

Between 2015 and 2019, a predominant portion of Kissimmee's economy and workforce was based around two (2) targeted business industries: **Tourism** and **Agriculture**. Both industries create a demand for both jobs and workers in Kissimmee and its surrounding cities. However, both of these industries, especially the hospitality aspect, target a workforce of minimally educated employees for low paying jobs, which creates a labor force gap and need for more opportunities for higher educated employees. Between 2020 and 2025, Osceola County made some major strides in creating new economic opportunities with the development of NeoCity, a technology district located in Osceola County that includes the development of state-of-the-art research facilities, sustainable infrastructure, housing, walkable streets, and close proximity to major transportation hubs. It has the potential to create 86,000 new jobs in the Central Florida region. This is only one of the innovative initiatives that is causing a shift in employment sector trends that show an increase in Transportation and Warehousing; and Professional, Scientific and Management Services jobs in our communities.

In addition, with the absence of a major public transportation system in the area, the workforce must use their personal vehicles and face an average commute time of 30 to 59 minutes from home to work. Therefore, one of the greatest needs for the business community is road and

transportation infrastructure to decrease costs and ease burdens caused by long commute times. During the consultation process for the development of the Consolidated Plan, our Consultants met with the City's Public Works and Engineering Department to discuss current projects that would address some of these concerns. In 2025, there are currently two (2) new major road improvement projects in progress: 1) Connect Kissimmee Project (Emmett Drive to Main Street); and 2) Columbia Avenue Improvements. Both of these projects are intended to improve transportation infrastructure for Kissimmee residents, which is a major documented need over the next five-year period.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The City of Kissimmee's Economic Development Division develops marketing strategies and incentive packages to draw and retain valued businesses. They work to diversify Kissimmee's economy by attracting companies that provide high-value, high-wage jobs within the City's targeted industries. Through the City's *Grow Kissimmee* initiative, the Economic Development Division establishes a list of targeted business industries by category and offers incentives for businesses to relocate, open new or retain current locations in the Kissimmee area. The current targeted business industries include Aerospace (aviation/aeronautical), Nano, Sensor, Clean or Renewable Technologies, Manufacturing, Medical Specialties, Preparatory High School, and Post-Secondary Educational Institutions. All of these targeted business industries align with the regional efforts to increase higher paying jobs in the advanced manufacturing and technology business sectors.

During the consultation process, our Consultants met with the Kissimmee CRA to discuss documented economic development priority needs to address over the next five-year planning period. The priority needs identified included: Workforce development, business services/assistance, roadway improvements (undeveloped streets), and pedestrian/bike safety measures. There are currently three (3) housing projects that include designated affordable housing units undergoing the planning process right now to construct mixed-use developments in desirable areas, such as Downtown Kissimmee, to support overall efforts to bring in new businesses and jobs to the area.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

According to Table 7 above, educational attainment of Kissimmee's workforce has greatly increased between 2015 and 2023. In 2015, the *American Community Survey* estimated that only

4,240 Kissimmee residents in the labor force held a Bachelor's degree or higher. According the Florida Department of Commerce *2023 Summary of Employment, Demographics, and Commuting Patterns* Report, the number of Kissimmee residents in the labor force who hold a Bachelor's degree or higher increased to 13,786. Likewise, Kissimmee residents in the labor force who are high school graduates increased from 7,440 in 2015 to 39,460 in 2023, which indicates a dramatic increase in educational attainment over an eight-year period. Unfortunately, the Report does not include data for Kissimmee residents in the labor force who have less than a high school graduate or some college or Associate's degree, but one can gather that with the stark increase in the other two areas that trends are favorable for our jurisdiction's workforce to correspond well with employment opportunities and targeted business industries over the next five-year planning period.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

For Kissimmee residents, workforce training initiatives primarily focus on connecting individuals with job training opportunities and support services. In addition to the *Grow Kissimmee* workforce initiatives previously described, the presence of Valencia College has proven beneficial to the City of Kissimmee workforce. In January 2020, Valencia College opened its new 54,000 square foot Careers in Industry and Technology Building. This new building houses a variety of new workforce-oriented degree programs in manufacturing, residential property management, and hospitality and tourism management. In addition, this building houses a new office location for CareerSource of Central Florida, who has partnered with Valencia College to provide job training to the unemployed or under-employed workforce. CareerSource of Central Florida offers a variety of workforce training programs, include apprenticeships, on-the-job training, and classroom training. They also provide support services for veterans, single parents, and other specific populations.

On a more local level, the Osceola County School District provides Integrated Education and Training (IET) programs that combine adult education with workforce preparation activities. These programs help individuals develop basic skills, English language skills, and/or earn a high school equivalency diploma while preparing for specific occupations. During the consultation process for the development of this Consolidated Plan, our Consultants met with Back on Track Employment Services, a local non-profit workforce development provider, to discuss priority needs that can be addressed with Federal funding over the next five-year planning period to assist in the effort to increase workforce training initiatives. The top two (2) priority needs identified were 1) case-management services; and 2) job-matching services, which will be considered during the development of the Strategic Plan portion of this Consolidated Plan.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

During the consultation process for the development of this Consolidated Plan, our Consultants met with the East Central Florida Regional Planning Council (ECFRPC) to discuss economic development initiatives on a regional level and how those plans or initiatives can be furthered with Federal funding over the next five-year planning period. The ECFRPC is the entity responsible for developing and implementing the region's Community Economic Development Strategy (CEDS).

Some of the current goals in the 2022-2027 CEDS Plan include:

- Assess vulnerabilities of the economic system and develop strategies to adapt to shocks and stressors;
- Increase investment in the region's innovation clusters and emerging industries that encourage economic diversification; and
- Fund increased access to quality public goods and services in: transportation, housing, food access and affordability, quality childcare and digital broadband access.

All of these goals are centered around a newer term called "Economic Resilience" that is the ability of an economy to withstand and recover from shocks or disruptions, and to adapt to changing conditions. A key aspect of economic resilience is the ability to quickly recover from negative events such as recessions, natural disasters, or market shifts. In addition to the CEDS, the ECFRPC created Community Resilience Dashboards at the county level to explore datasets that provide vital, real-time data that represents the civilian labor force, and is categorized by employed and unemployed to better plan objectives and strategies to address the goals of the CEDS.

The City of Kissimmee is committed to aligning our five-year strategic goals to encourage and enhance the promotion of strengthening our workforce through increasing access to job training and employment opportunities using local, state and federal funding resources.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

HUD defines concentration as areas containing more than 80% of the households, at all income levels, have at least one of the four common housing problems: cost burden (30.1%-50% of monthly household income spent on housing costs); severe cost burden (50.1% or more of monthly household income spent on housing costs); overcrowding; insufficient plumbing or kitchen facilities.

According to the HUD Community Planning and Development (CPD) Mapping Tool, between 60-80% of households in the West central portion of Kissimmee along John Young Parkway, Emmett Street, and North Main Street have at least one of the four common housing problems. According to the 2019-2023 Comprehensive Housing Affordability Strategy (CHAS) data, severe cost burden is the most common housing problem faced by Kissimmee residents, with 8,011 households paying more than 50.1% of monthly household income on housing costs. The majority of these households (3,867) have a reported household income of 30% or less the area median income of \$51,227.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

HUD defines racial or ethnic minority concentration as areas where more than 50% of the population is non-white. The City defines low-income household concentration as areas where more than 50% of households have a household income of 80% or below the area median income.

According to the American Community Survey 2016-2020 five-year estimates, the largest ethnic concentration represented in Kissimmee is Hispanic or Latino, with 67.6% of the population identifying as one of these ethnicities. Furthermore, approximately 50,000 residents identify as being of Puerto Rican descent. The largest concentration of Hispanic or Latino households can be found in the Northeast (Census Tract 429) and Northwest (Census Tract 409) quadrants of the city.

According to the American Community Survey 2016-2020 five-year estimates, the highest concentration of households (1,440) with an income of 80% or below the area median income is located in the Northeast quadrant (Census Tract 429) of the city near US Highway 192. During the previous five-year planning period, there was a large population of precariously housed, low-income residents residing in motels or hotels in this same census tract. In addition, the same

dataset shows a high concentration of households (905) with an income of 80% of below the area median income located in the Northwest quadrant (Census Tract 409) of the city near Poinciana Boulevard.

What are the characteristics of the market in these areas/neighborhoods?

The Northeast quadrant (Census Tract 42900) of Kissimmee is predominantly low- to moderate-income families, residing in motels, hotels, or multi-family developments whose economy is driven by the tourism and retail industry. This area is also affected by common housing problems such as aging housing stock, and cost burden due to lower paying jobs.

The Northwest quadrant (Census Tract 40900) of Kissimmee is predominantly low- to moderate-income families, residing in single-family homes whose economy is driven by industrial development. This area is desirable for affordability due to its developable land, but is also affected by common housing problems such as cost burden due to lower paying jobs.

Are there any community assets in these areas/neighborhoods?

The biggest community asset in Northeast and Northwest quadrants of the city is the SunRail stations that provide commuters with easier access to public transportation. While the Northeast quadrant of the city already has existing industrial development, the Northwest quadrant of the city contains newly annexed areas suitable and desirable for industrial development. There is a high priority towards the full utilization and development of lands designated for industrial development proximal to the Kissimmee Gateway Airport as a part of the overall effort of the City of Kissimmee Aerospace Advancement Initiative to incentivize aerospace businesses to open facilities at or near the airport.

Are there other strategic opportunities in any of these areas?

Recent and ongoing development of the University of Central Florida Lake Nona Medical City located within 20 miles of the City of Kissimmee is a cluster of healthcare and bioscience facilities that continue to expand the availability of jobs in healthcare. Affordable rental housing development and workforce housing is another strategic opportunity for these areas. The City will continue working with regional and local organizations to address housing problems by providing homeless and precariously housed individuals and families with direct rental assistance to obtain permanent, affordable rental housing, as well as housing developers to further affordable housing development and preservation for all low- to moderate-income families throughout the city.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan section of the Consolidated Plan outlines the geographic distribution of resources; the priority needs determined by the findings described in the Needs Assessment, Housing Market Analysis and the Citizen Participation/Consultation Process; the influence of the housing market conditions on funds distribution and impact; amount of funding anticipated to be received from HUD funded programs (CDBG and HOME), other State (SHIP) and local funding sources, and special allocations over the next five years; the institutional delivery structure for funding and service distribution; the goals and objectives for the next five years; public housing accessibility and involvement strategies; barriers to affordable housing; strategies to overcome homelessness; strategies to identify and abate lead based paint hazards; anti-poverty strategies; and the City's plan for monitoring progress and compliance. The strategy has been developed to achieve the following statutory goals, mainly for the low- and moderate-income residents:

- Provide a suitable living environment: Improve the safety and livability of neighborhoods; increase access to quality facilities and services; reduce the isolation of income groups within areas by making housing opportunities available throughout the County; revitalizing deteriorating neighborhoods; and conserve energy resources.
- Provide decent housing: Assist low- and moderate-income households in obtaining affordable rental and owner-occupied housing. Assist qualified homeowners in making repairs to their homes and thus retaining the availability of permanent housing that is affordable to low- and moderate-income families. Assist families that need help to make initial rental payments or rental and/or utility payments because of an unforeseen circumstance.
- Expand economic opportunities: Create jobs accessible to low- and moderate-income persons; provide access to credit education for community development that promotes long-term economic and social viability; and empower low- and moderate-income persons to achieve self-sufficiency.

SP-10 Geographic Priorities

Over the next five year period, the City of Kissimmee intends to distribute Federal and State funding resources to projects on a city-wide and community prioritized basis in neighborhoods which contain at least 51% or more low- to moderate-income households.

SP-25 Priority Needs

Priority needs are identified by the results of the Needs Assessment, Housing Market Analysis, and the Citizen Participation/Consultation Process and include affordable housing, homeless prevention, economic development, public services, and public infrastructure and facilities improvements.

SP-35 Anticipated Resources

The City of Kissimmee anticipates receiving approximately \$1,955,788, per year, in Federal, State and Local funding resources to be allocated toward housing and community development projects over the next five years. This includes approximately \$1,000,854 in CDBG program funding, \$326,732 in HOME program funding through the Osceola County HOME Consortium, and \$628,202 through the State Housing Initiatives Partnership (SHIP) program.

SP-40 Institutional Delivery Structure

The City of Kissimmee Housing and Community Development Department institutional delivery structure is comprised of local government departments, other local public agencies, and local and regional housing and public service providers who will be responsible for the distribution and implementation of projects funded by Federal and State program dollars over the next five-year period.

SP-45 Goals Summary

The City of Kissimmee Housing and Community Development Department has selected six general goals to address during the program years 2025-2029 Consolidated Plan period. 1) Affordable Housing; 2) Public Services; 3) Public Facilities and Infrastructure Improvements; 4) Economic Development; and 5) Planning/Administration. These goals include a summary of the activities that will be addressed for each goal, as well as the estimated funding amount and the number of beneficiaries to be accomplished over the goal period. These goals must meet both national objectives, as well as address local housing and community development needs.

SP-65 Lead Based Paint Hazards

This section of the Strategic Plan describes the City's policies and procedures for identifying and avoiding lead based paint hazards when completing housing projects over the next five-year period. The City of Kissimmee recognizes that lead-based paint hazards are a serious problem and seek to mitigate the effect these hazards have in the community. The City provides education and guidelines to all contractors utilizing Federal and State grant funds to identify and address lead based hazards before the implementation of affordable housing projects.

SP-70 Anti-Poverty Strategy

This section of the Strategic Plan describes the City's strategies planned to address the needs of extremely low and very-low income persons who have household incomes that fall below the poverty line and what types of programs are available to address these needs.

SP-80 Monitoring

This section of the Strategic Plan describes the City's methods used to properly monitor all local partners and subrecipients who will be awarded federal funding over the next five year period to implement projects to meet the housing and community development needs of residents of the City of Kissimmee.

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SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Table 10 - Geographic Priority Areas

1	Area Name:	City of Kissimmee
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	68.10%
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	City-wide
	Include specific housing and commercial characteristics of this target area.	The housing inventory in Kissimmee varies among characteristics such as age, condition, and price. Median home values are approximately \$273,900. Median gross rent is \$1,553 per month. Approximately 49 percent of households were built between 1980 and 1999. Approximately 22 percent of households were built prior to 1980. Kissimmee is home to a variety of entertainment venues, including Disney theme parks and attractions, as well as aerospace technology, manufacturing, and medical services. The top business sectors in the city are Transportation and Warehousing; Finance, Insurance and Real Estate; and Professional, Scientific and Management Services.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Two public meetings were held to solicit public input from citizens and local housing and community development services providers at the beginning of the Consolidated Plan process. Consultation meetings was conducted with local public institutions and non-profit organizations to solicit input and document current housing and community development needs city-wide. A survey was made available to the public distributed in hard copy version at public meetings and emailed directly to consulted agencies.

Identify the needs in this target area.	Affordable rental and owner-occupied housing, commercial rehabilitation to correct code enforcement issues, public facilities and infrastructure, and public services.
What are the opportunities for improvement in this target area?	The City of Kissimmee works closely with local housing and supportive service providers to increase and expand outreach to very low- and low-income residents to provide better access to economic and affordable housing opportunities to sustain safe and suitable living environments and avoid pitfalls that could lead to homelessness.
Are there barriers to improvement in this target area?	Some barriers to improvements within the city include low paying jobs, the needs outweigh the funding availability, limited access to public transportation, and high rental market rates for persons and families who face underemployment or unemployment.

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction

There are ten Census Tracts within the boundaries of the City of Kissimmee. According to the *HUD CPD Mapping Tool* there are eight qualified census tracts (40900, 41600, 41700, 41800, 41900, 42000, 42202, and 42900) that contain predominantly low- to moderate-income households. Approximately 17,195 or 68.10% of the total households in the City of Kissimmee are at or below the Area Median Income. The mapping tool also shows that there is a great need for affordable rental and owner-occupied housing in census tracts 40900, 41600, 41800, 41900, 42000, 42202, and 42900 which have high concentrations of severe cost burden (80%+). Funding allocations for affordable housing and economic development activities will be prioritized to these areas in an effort to address the burdens indicated in the data.

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 11 – Priority Needs Summary

1	Priority Need Name	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	City of Kissimmee
	Associated Goals	Affordable Housing Housing Preservation

	Description	The Consolidated Plan indicates the general priorities for allocating investment of available resources among different needs. Priority needs are those that will be addressed by the goals outlined in the Strategic Plan: <u>Affordable Housing:</u> • Rehabilitation of rental housing • Emergency rental assistance • Construction of new rental housing • Down-Payment assistance for new homebuyers • Owner-occupied single-family housing rehabilitation • Code enforcement
	Basis for Relative Priority	There is need for affordable housing throughout the city, specifically in the eight census tracts that were identified by the HUD CPD Mapping Tool. CDBG, HOME and SHIP funds will be allocated towards this priority.
2	Priority Need Name	Public Facilities and Infrastructure Improvements
	Priority Level	High
	Population	Non-housing Community Development
	Geographic Areas Affected	City of Kissimmee
	Associated Goals	Public Facilities and Infrastructure Improvements

3	Description	Funds will be allocated to City Departments for public facilities and infrastructure improvement projects when funds are available and projects are determined to meet an immediate need. <u>Public Facilities</u> • Community centers • Parks and recreational facilities • Libraries • Shelters <u>General Infrastructure</u> • Traffic/street lighting • Sidewalks • Storm drainage • Roads • Septic-to-sewer conversion
	Basis for Relative Priority	Neighborhoods rely on the availability and accessibility of public facilities and infrastructure to maintain a suitable living environment. As the City's population grows, the public infrastructure in low- to moderate income neighborhoods need improvements.
	Priority Need Name	Public Services
	Priority Level	High

	Population	Extremely Low Low Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	City of Kissimmee
	Associated Goals	Public Services

	Description	Area agencies work diligently with very few financial resources to assist the City's homeless and low-, and very-low income households. The City will provide available public services funding to these agencies to continue their work. <u>Public Services</u> • Childcare services • Homebuyer financial literacy and/or education • Youth activity services • Food security services • Mental health services • Job training • Rental assistance
	Basis for Relative Priority	Through analysis of census and local data, it is evident that area public service agencies have significantly greater demand for assistance than resources can accommodate. The City will continue to support area agencies through public service funding.
4	Priority Need Name	Economic Development
	Priority Level	High
	Population	Extremely Low Low Moderate Individuals veterans Victims of Domestic Violence
	Geographic Areas Affected	City of Kissimmee
	Associated Goals	Economic Development

	Description	Disparity between household income and housing and other living expenses results in a significantly high percentage of the city's population to be financially burdened and threatened with homelessness. Currently, much of the city's employment opportunity is in service-related fields that pay lower wages. The City will allocate resources intended to (1) attract new businesses with employment opportunities that pay higher wages, (2) provide job training/educational opportunities to citizens in an effort to permanently move them from low wage jobs to higher paying, permanent employment opportunities. <u>Economic Development</u> • Financial assistance to small and micro-enterprise businesses • Employment training • Job placement services • Commercial building facade improvements
	Basis for Relative Priority	Census and local data reflect a great disparity between household incomes and cost of housing. Through increased funding of economic development activities, the City anticipates increased availability of living-wage employment.
5	Priority Need Name	Homeless Services
	Priority Level	High
	Population	Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	City of Kissimmee
	Associated Goals	Affordable Housing Public Services

	Description	This priority need focuses on affordable housing and public services focused centrally towards homeless or at-risk of homelessness persons and families in the City of Kissimmee. <u>Homeless Services</u> • Eviction prevention services • Healthcare for homeless persons/families • Temporary shelter for homeless persons/families • Mental health services for homeless persons/families • Permanent housing for homeless persons/families
	Basis for Relative Priority	According to the 2025 Point-in-Time Counts provided by Homeless Services Network of Central Florida, there are approximately 373 homeless persons/families in or around Kissimmee, with 188 of them living on the streets. Homelessness in Kissimmee is unique because PiT counts rarely count persons and families living in hotels or in other forms of precarious housing. This is why the City of Kissimmee is committed to directing funding towards homeless services activities to address the problem of homelessness in our community.
6	Priority Need Name	Broadband Services
	Priority Level	Low
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	City of Kissimmee
	Associated Goals	Public Facilities and Infrastructure Improvements
	Description	The City of Kissimmee is exploring options to identify areas in need of better access to broadband infrastructure and affordable broadband service. <u>Broadband Services</u> • Improve broadband infrastructure to increase speed of services • Increase choice of affordable broadband service providers • Increase access to affordable broadband services

	Basis for Relative Priority	According to current Census Bureau data, 94.8% of Kissimmee's households reported to have a computer at home, but only 89.7% of households have dedicated internet service. For these reasons, the City of Kissimmee sought public input on the level of need for increased access to broadband internet services. The top need indicated by the survey respondents was the need for increase speeds to current broadband internet services available within the jurisdiction.
7	Priority Need Name	Climate Resiliency
	Priority Level	Low
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	City of Kissimmee
	Associated Goals	Housing Preservation Public Facilities and Infrastructure Improvements
	Description	The City is exploring potential ways to address the effects of climate change in order to protect our infrastructure and housing stock from extreme weather events, such as hurricanes, which have increased over the last few years. <u>Climate Resiliency</u> • Reduce greenhouse gases with energy efficient upgrades to housing • Nature-based solutions to protect bodies of water • Wind-retrofitting public and commercial buildings • Installation of underground utilities to reduce power outages during extreme weather • Protection of infrastructure from flooding caused by natural disasters
	Basis for Relative Priority	Due to regional priorities being centered around the potential negative impacts of climate change, the City of Kissimmee sought public input through a survey on the what the priority needs are for protecting our infrastructure and housing stock during extreme weather events. The top priority need indicated by survey respondents was reduce greenhouse gases with energy efficient upgrades to housing.
8	Priority Need Name	Planning/Administration

	Priority Level	High
	Population	Other
	Geographic Areas Affected	City of Kissimmee
	Associated Goals	CDBG Program Administration
	Description	The City of Kissimmee uses 20% of its annual CDBG funding allocation for eligible planning and administration activities. <u>Planning/Administration</u> • Planning and research • Project oversight • Public outreach and engagement • Training and capacity building • Staff salaries • Operational costs
	Basis for Relative Priority	The City of Kissimmee needs to utilize Program Administration funds in order to effectively implement CDBG projects and activities.

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Kissimmee anticipates receiving approximately \$1,955,788 in Federal funding each year during the 2025-2029 Consolidated Plan period. The estimated annual allocations are \$1,000,854 for the CDBG Program and \$326,732 from the HOME Program Consortium. In addition, the City of Kissimmee anticipates to receive annual allocations of State funding from the State Housing Initiatives Partnership Program (SHIP) which are estimated at approximately \$628,202 per year, depending on funding availability through the Florida Housing Finance Corporation. Any program income or prior year funding resources that are received during each single fiscal year will be added to the next year's funding allocations.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,000,854	0	0	1,000,854	4,003,416	All CDBG goals and projects will benefit persons and households with a household income of less than 80% AMI.
HOME	Public-federal	Affordable rental housing CHDO Set-Aside Admin and Planning	\$326,732	0	0	\$326,732	\$1,306,928	All HOME goals and projects will benefit persons and households with a household income of less than 80% AMI.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
SHIP	public-state	Owner-occupied rehabilitation Eviction prevention New construction/rehabilitation of rental housing	\$628,202	0	0	\$628,202	\$2,512,808	SHIP funding will be used towards eligible affordable housing activities.

Table 12 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Kissimmee anticipates to use annual SHIP Program funding, when available, as match towards affordable housing activities predominately supported by CDBG and HOME program funding. The City will also leverage other special private, state and local funds allocations towards eligible Federal program activities, if they are to become available over the next five year period.

If appropriate, describe publicly owned land or property located within the state that may be used to address the needs identified in the plan

In 2006, the Florida Legislature passed House Bill 1363, addressing the issue of affordable housing in Florida. The law mandates that by July 1, 2007 and every three years thereafter, each County and municipality shall prepare an inventory list of real estate properties owned by the local government in fee simple title within its respective jurisdiction that are appropriate for use as affordable housing. The City's *Affordable Housing Inventory* includes a process for identifying City-owned land and structures that can be used for the creation of affordable housing development.. Affordable housing developers who might purchase or receive land as a donation may

include: community land trusts, Community Housing Development Organizations (CHDOs), Community Development Corporations (CDCs), private developers and adjacent property owners). Housing and Community Development staff will administer the program. Staff will set up schedules and monitor the construction process to ensure that projects are completed timely. In addition, staff will determine the income eligibility of the buyer or tenant in order to ensure that the income requirements are met. Organizations that are awarded property through this program are encourage leveraging funds from other federal and state grants including CDBG, HOME, and SHIP.

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SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Hope Partnership	Non-profit organizations	Homelessness Non-homeless special needs public services	Jurisdiction
Osceola Council on Aging	CHDO	Homelessness Non-homeless special needs Rental public services	Jurisdiction
Help Now of Osceola	Non-profit organizations	Homelessness public services	Jurisdiction
Helping Others Make the Effort	Non-profit organizations	Homelessness public services	Jurisdiction
Back on Track Employment Services, Inc.	Non-profit organizations	Economic Development	Jurisdiction
HANDS of Central Florida	CHDO	Rental	Region
OSCEOLA COUNTY	Government	Ownership Rental public services	Jurisdiction

Table 13 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City of Kissimmee works in partnership with the local government and non-profit organizations listed above to deliver funding resources and services directly to the community. The collaboration and coordination between the City and its partner organizations has proven beneficial to the homeless and non-homeless special needs population by providing the necessary housing and supportive services to sustain safe and healthy living environments. The City contracts with the service providers listed above as subrecipients to provide outreach to populations most in need of public services such as homeless prevention, healthcare services, counseling, and job training/employment services. The City is also a member of the local HOME Consortium with the Osceola County Housing and Community Services Department and

frequently collaborates to maximize the use of annual Federal funding for affordable housing opportunities.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance			
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics	X		
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	
HIV/AIDS	X	X	
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X		
Other			

Table 14 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The homeless services providers listed above coordinate services in a streamlined and efficient manner and eliminates the possibility of "double-dipping" by recipients of the assistance. Their missions are to provide direct outreach to the at-risk and homeless populations to deliver services needed most in the community. The City of Kissimmee works with these local private

agencies as an extension of capacity to ensure that Federal funding is being maximized to the greatest extent possible, and also within compliance of program guidelines.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The strengths of the current service delivery system include an experienced network of local special needs and homeless service providers with successful track records in providing housing and supportive services, these providers have direct access to the community at large and are experienced in the advertisement of these services, local service providers are equipped to purchase the appropriate materials necessary to provide these services, with little to no delay in delivery, and can leverage other resources available within their organizations to supplement these services to achieve maximum impact.

The gaps of the current service delivery system includes limited resources spread among several special needs and homeless services providers. In addition, there is a need to transform the culture of persons who are homeless, precariously housed, or extremely low-income from the dependence and entitlement of these services, to one that encourages self-sufficiency and progress. Increasing economic opportunities that motivate and improve personal wealth would lead to improved, long-term financial strength and independence.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City of Kissimmee will continue to expand and strengthen relationships with Osceola County government and local non-profit service providers. These relationship building initiatives will help in overcoming current gaps in the institutional structure and service delivery system for carrying out activities that address the community's priority needs. The City of Kissimmee conducts monthly meetings with social services providers in an effort to strengthen coordination of services to address priority needs for low-to moderate income households.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2025	2029	Affordable Housing Homeless	City of Kissimmee	Affordable Housing Homeless Services	CDBG: \$0	Rental Housing Constructed: 83 Rental Household Housing Unit
2	Housing Preservation	2025	2029	Affordable Housing	City of Kissimmee	Affordable Housing Climate Resiliency	CDBG: \$2,347,224	Owner Housing Rehabilitated: 0 Household Housing Unit Rental Housing Rehabilitated: 40 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 100 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Public Services	2025	2029	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City of Kissimmee	Public Services Homeless Services	CDBG: \$600,512	Public service activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 100 Households Assisted
4	Public Facilities and Infrastructure Improvements	2025	2029	Non-Housing Community Development	City of Kissimmee	Public Facilities and Infrastructure Improvements Broadband Services Climate Resiliency	CDBG: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10 Persons Assisted
5	Economic Development	2025	2029	Non-Housing Community Development	City of Kissimmee	Economic Development	CDBG: \$0	Jobs created/retained: 10 Jobs Commercial façade improvements: 10 Buildings Assisted Businesses assisted: 5 Businesses Assisted
6	Planning/Administration	2025	2029	Program Administration	City of Kissimmee	Planning/Administration	CDBG: \$800,680	Other: 1 Other

Table 15 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	Affordable housing activities involving new construction of rental housing or for the direct financial assistance that furthers access to affordable housing opportunities.
2	Goal Name	Housing Preservation
	Goal Description	Affordable housing activities including homeowner and rental rehabilitation, and code enforcement repairs.
3	Goal Name	Public Services
	Goal Description	The City of Kissimmee will continue to dedicate 15% of its annual allocation for awards to public service agencies providing assistance to the low and moderate-income citizens of Kissimmee.
4	Goal Name	Public Facilities and Infrastructure Improvements
	Goal Description	Public Facilities and Infrastructure Improvements activities could include water-sewer improvements, sidewalks, road paving, and other eligible activities if/when identified as a priority need in the Annual Action Plan throughout this five year period.
5	Goal Name	Economic Development
	Goal Description	Economic Development activities that may include micro-loan programs, job placement/retention activities, and large economic development activities involving Section 108 loans. This goal also includes job training programs and activities that increase access to employment opportunities.
6	Goal Name	Planning/Administration
	Goal Description	Annual planning and administrative costs related to the execution of community development activities.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Most of the City of Kissimmee's annual housing and community development goals and activities are prioritized towards extremely low- and low-income persons and households within the jurisdiction. Specifically, affordable housing, housing preservation, and services goals. During the next five year planning period, the City of Kissimmee intends to provide affordable housing opportunities to an estimated 100 extremely low- and low-income households within the jurisdiction.

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SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

According to the HUD CPD Mapping Tool Report from June 2025, approximately 2,435 housing units within the City of Kissimmee were built before 1980 which designates them as “at-risk” of lead based paint exposure. The City of Kissimmee is committed to monitoring these risks by working with its sub-recipients and local housing services providers, on projects funded with Federal or State grant funding, to ensure that these risks are properly tested and eliminated when rehabilitating or redeveloping affordable housing. All Federal and State funded and contracted projects require that developers comply with the Residential Lead-Based Paint Hazard Reduction Action of 1992.

Actions to Address LBP Hazards

- Assigned staff shall use the LSHR Applicability Form and Screening Worksheets to determine if the project is exempt from the Rule. Prior to meeting with applicant, assigned staff will obtain information from Osceola County Tax Assessor’s records to determine the approximate year as to when the applicant’s house was built.
- Assigned staff shall proceed with obtaining lead-based paint test results in order to make a determination on required activity.
- If a lead-based paint inspection for a pre-1980 housing rehabilitation project is determined to have less than one milligram per square centimeter (1mg/cm²), construction can proceed with required disclosure and notice.
- If a lead-based paint inspection for a pre-1980 housing rehabilitation projects proves to be lead positive, contractors will be required to proceed in accordance with HUD established procedures prescribed in *24 CFR part 35* for proper management and treatment.

How are the actions listed above integrated into housing policies and procedures?

The actions described above are integrated in the City of Kissimmee Lead Based-Paint internal policies and procedures for all Federal and State housing related activities, as well as the local Comprehensive Plan and are aligned with the goals and objectives for preserving and expanding affordable housing opportunities in this Consolidated Plan.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City of Kissimmee's intent is to fund programs and develop policies to reduce the number of people living in poverty. According to the HUD CPD Mapping Tool Report from June 2025, there are an estimated 17,916 persons or 25.06% of Kissimmee's population living in poverty. That is an increase of 1.2% from the previous five-year planning period. The City will continue allocating Federal and State funding resources to programs and projects that are geared specifically toward extremely low- and low-income persons and families over the next five years. In addition, the City will continue strengthening and expanding its partnerships with local housing and supportive service providers and other City Departments to further the goals and objectives set forth in this Consolidated Plan.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

As previously mentioned, the City of Kissimmee has established three overarching strategies that are designed to address persons living in poverty over the next five year period.

1. Prevention strategies that allow households to avoid homelessness;
2. Job training and employment activities that permanently increase the earning potential of the household; and
3. Economic incentives to businesses to relocate and/or expand to provide more high paying jobs.

The City of Kissimmee will execute these strategies by allocating annual funding to eligible projects that address the need for better opportunities for persons living in poverty.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City will conduct an on-going monitoring process in order to review the programmatic and financial aspects of activities. The monitoring process is oriented towards resolving problems, offering technical assistance and promoting timely implementation of projects.

The City of Kissimmee performs risk assessments to determine the risk associated with a Sub-recipient or application submitted for funding. The City will utilize a ranking and rating criteria based on risk analysis as part of the process for selection of its Sub-recipients.

Although no written agreement is required if a project/activity is awarded to a department within the City, Housing and Community Development staff will monitor the project/activity. This monitoring will include a review of all applicable requirements that the City implemented before funding the activity. These requirements will include (if applicable):

A) Davis-Bacon compliance – All Federal funded grant projects in excess of \$2,000 will require Davis-Bacon monitoring and reporting. Sub-Recipients and contractors are informed of their responsibilities to report this information during the contracting process.

B) Environmental Review Record (ERR) completion – All HUD funded projects, with the exception of Planning and Administration activities, must undergo the ERR process.

C) Compliance with federal procurement requirements – At a minimum, all Federal and State funded projects must undergo the 2 CFR part 200 Federal procurement guidelines. Moreover, the internal City procurement requirements are followed in the event that they have thresholds that are more strict than the Federal regulations.

D) Other cross-cutting measures, as identified by HUD – These additional measures that must be addressed with HUD funded housing and non-housing community development projects include: employment and contracting; site and neighborhood standards; relocation; and lead based paint.

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Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Kissimmee anticipates receiving approximately \$1,955,788 in Federal funding each year during the 2025-2029 Consolidated Plan period. The estimated annual allocations are \$1,000,854 for the CDBG Program and \$326,732 from the HOME Program Consortium. In addition, the City of Kissimmee anticipates to receive annual allocations of State funding from the State Housing Initiatives Partnership Program (SHIP) which are estimated at approximately \$628,202 per year, depending on funding availability through the Florida Housing Finance Corporation. Any program income or prior year funding resources that are received during each single fiscal year will be added to the next year's funding allocations.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,000,854	0	0	1,000,854	4,003,416	All CDBG goals and projects will benefit persons and households with a household income of less than 80% AMI.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	Public-federal	Affordable rental housing CHDO Set-Aside Admin and Planning	\$326,732	0	0	\$326,732	\$1,306,928	All HOME goals and projects will benefit persons and households with a household income of less than 80% AMI.
SHIP	public-state	Owner-occupied rehabilitation Eviction prevention New construction/rehabilitation of rental housing	\$628,202	0	0	\$628,202	\$2,512,808	SHIP funding will be used towards eligible affordable housing activities.

Table 16 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Kissimmee anticipates to use annual SHIP Program funding, when available, as match towards affordable housing activities predominately supported by CDBG and HOME program funding. The City will also leverage other special private, state and local funds allocations towards eligible Federal program activities, if they are to become available over the next five year period.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

In 2006, the Florida Legislature passed House Bill 1363, addressing the issue of affordable housing in Florida. The law mandates that by July 1, 2007 and every three years thereafter, each County and municipality shall prepare an inventory list of real estate properties owned by the local government in fee simple title within its respective jurisdiction that are appropriate for use as affordable housing. The City's *Affordable Housing Inventory* includes a process for identifying City-owned land and structures that can be used for the creation of affordable housing development.. Affordable housing developers who might purchase or receive land as a donation may include: community land trusts, Community Housing Development Organizations (CHDOs), Community Development Corporations (CDCs), private developers and adjacent property owners). Housing and Community Development staff will administer the program. Staff will set up schedules and monitor the construction process to ensure that projects are completed timely. In addition, staff will determine the income eligibility of the buyer or tenant in order to ensure that the income requirements are met. Organizations that are awarded property through this program are encourage leveraging funds from other federal and state grants including CDBG, HOME, and SHIP.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Planning/Administration	2025	2026	Program Administration	City of Kissimmee	Planning/Administration	CDBG: \$200,170.00	Other: 1 Other
2	Housing Preservation	2025	2026	Affordable Housing	City of Kissimmee	Affordable Housing	CDBG: \$650,556.00	Rental units rehabilitated: 123 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 100 Household Housing Unit
3	Public Services	2025	2026	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City of Kissimmee	Public Services	CDBG: \$150,128.00	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted

Table 17 – Goals Summary

Goal Descriptions

1	Goal Name	Planning/Administration
	Goal Description	Annual planning and administrative costs related to the execution of community development activities.
2	Goal Name	Housing Preservation
	Goal Description	Affordable housing activities including homeowner and rental rehabilitation, and code enforcement inspections and repairs.
3	Goal Name	Public Services
	Goal Description	The City of Kissimmee will continue to dedicate 15% of its annual allocation for awards to public service agencies providing assistance to the low and moderate-income citizens of Kissimmee.

AP-35 Projects - 91.420, 91.220(d)

Introduction

During the first program year of this five-year Consolidated Plan, the City of Kissimmee will allocate its \$1,000,854.00 in CDBG Program funding to four (4) projects including Public Services, Code Enforcement, Owner-Occupied Rehabilitation, and CDBG Program Administration.

Public Services

The City of Kissimmee will accept applications from local housing and other non-housing support service providers and allocate \$150,128 in CDBG funding towards the delivery of public services between October 1, 2025 - September 30, 2026 based on established evaluation criteria to make the biggest impact towards the needs presented in the five-year Consolidated Plan.

Code Enforcement

The City of Kissimmee will allocate \$115,000 in CDBG Program funding towards the salary of a Code Enforcement Officer that is designated to inspect a specific zone that is predominantly low-to moderate-income households between October 1, 2025 and September 30, 2026.

Housing Rehabilitation

The City of Kissimmee will allocate \$535,556 in CDBG Program funding towards the rehabilitation of rental housing units for very-low and low-income residents between October 1, 2025 and September 30, 2026.

Planning/Administration

The City of Kissimmee will allocate \$200,170 in CDBG Program funding towards daily, eligible planning and program administration activities to implement CDBG Program funding within compliance with Program guidelines and to ensure a timely delivery of services.

#	Project Name	Funding Amount
1	Public Services	\$150,128.00
2	Code Enforcement	\$115,000.00
3	Housing Rehabilitation	\$535,556.00
4	Planning/Administration	\$200,170.00
PY 2025 CDBG Program Funding Total		\$1,000,854.00

Table 18 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Kissimmee has selected these projects due to the overwhelming need for public services and affordable housing for low- and moderate-income households and persons with special needs to maintain safe, healthy and sustainable living environments. The most common obstacle to addressing underserved needs is the limit of funding available versus the need.

AP-38 Projects Summary Information

#	Project Name	Associated Goal	Funding Amount	Goal Outcome Indicator
1	Public Services	Public Services	\$150,128.00	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted
2	Code Enforcement	Housing Preservation	\$115,000.00	Housing Code Enforcement/Foreclosed Property Care: 100 Household Housing Unit
3	Housing Rehabilitation	Housing Preservation	\$535,556.00	Rental units rehabilitated: 123 Household Housing Unit
4	Planning/Administration	Planning/Administration	\$200,170.00	Other: 1 Other

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Federal and State funding resources are generally allocated on a City-wide basis. However, the City of Kissimmee will consider specific census tracts (40900, 41600, 41800, 41900, 42000, 42202, and 42900) identified to have high low-income and minority concentrations to address housing and community development needs on an annual basis.

Geographic Distribution

Target Area	Percentage of Funds
City of Kissimmee	100

Table 19 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

In order not to limit the availability of resources, the City of Kissimmee chooses to allocate Federal and State funding to a broad, city-wide target area. Projects are selected based on the level of need and availability of resources.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The following is a list of actions that the City of Kissimmee plans to implement over the next one-year period to achieve success in addressing the housing and community development needs of low- to moderate-income residents and families.

Actions planned to address obstacles to meeting underserved needs

The City of Kissimmee will continue working with internal departments, as well as other public and private organizations to expand services and leverage Federal and State funding in order to address the underserved needs of the community. Obstacles that arise over the next one-year period will be addressed in two ways: 1) determine the level of urgent need and propose a solution with available resources in the current funding year; and/or 2) re-prioritize future funding based on the level of immediate need and available resources.

Actions planned to foster and maintain affordable housing

Through the Community Development Block Grant (CDBG) program, HOME Investment Partnerships (HOME) program and the State Housing Initiatives Partnership (SHIP) program, the City of Kissimmee will continue efforts of fostering and maintaining existing and new affordable housing by working with local CHDOs and developers to expand and increase affordable housing opportunities. The City of Kissimmee anticipates allocating over \$1,492,485 towards the development of affordable housing opportunities during this one-year period with a combination of CDBG, HOME and SHIP program funding. A breakdown of funding for HOME program activities can be found in the Osceola County HOME Consortium PY 2025 Annual Action Plan, since they are the lead agency for the HOME Consortium.

Actions planned to reduce lead-based paint hazards

The overall goal of the City is to reduce or eliminate lead-based paint hazards and prevent childhood lead poisoning. This will be accomplished through a coordinated effort of public and private sectors. In every program where federal funds are expended on housing units, the City will incorporate the current procedures for lead hazard reduction or LBP abatement guidelines as defined in 24 CFR Part 35.

Actions planned to reduce the number of poverty-level families

The City of Kissimmee will continue seeking out opportunities to work with not-for-profit

partners to reduce the poverty level amongst our residents especially those who are at risk of homelessness.

Actions planned to develop institutional structure

The City of Kissimmee will continue to monitor the strengths and gaps in the current institutional delivery structure over the next one year period, and make necessary adjustments to maximize outcomes using Federal and State funding.

Actions planned to enhance coordination between public and private housing and social service agencies

Each year, the City of Kissimmee develops a list of stakeholders and service providers for consultation and service delivery purposes. In order to increase coordination, the City will work with stakeholders and service providers to collect current and accurate data to make adjustments on the needs of their clientele and measure performance efficiency.

DRAFT

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The following is a description of the plans and actions that the City of Kissimmee will implement during the 2025-2026 program year for each Federal and State funded program in order to remain in compliance with the program specific requirements of HUD Planning and Community Development programs.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

VIEWPOINT

Want to write a letter to the editor?

Email it to Editor Ken Jackson at editor@osceolanewsgazette.com.

The views expressed by those contributing to the Viewpoint page do not necessarily reflect those of this newspaper or its staff. The News-Gazette offers a venue for writers—and readers—to express their opinions, and presents them as "opinions" or editorials, and not news.

PUBLIC NOTICE / CITY OF KISSIMMEE NOTICE OF AVAILABILITY OF PROPOSED 2025-2029 CONSOLIDATED PLAN AND THE 2025-2026 ACTION PLAN FOR PUBLIC COMMENT AND NOTICE OF CORRESPONDING PUBLIC HEARING

The City of Kissimmee has completed the development of its Five-Year (2025-2029) Consolidated Plan and the 2025-2026 Annual Action Plan. The Consolidated Plan guides the use of federal funds for a five-year period. It describes the amount of assistance, priorities, range of activities, and estimated amount that will benefit low- and moderate-income people. The Action Plan outlines the specific programs and activities to be undertaken for the program year and the amount of funds that will be awarded to those projects.

According to the FY25 formula allocations released on May 14, 2025 for the Department of Housing and Urban Development (HUD), Office of Community Planning and Development grant programs, the City of Kissimmee expects to receive \$1,000,854 in Community Development Block Grant (CDBG) funds and \$326,732.90 in HOME Investment Partnerships Program (HOME) funds as part of the Osceola County Consortia. This notice provides a summary of the activities proposed in the PY 2025 Action Plan to address the Strategic Plan needs and strategies and gives the location for reviewing the Plan. Project amounts are approximate and may change depending on the appropriation made by Congress—which at the time of this publication has not been determined.

Community Development Block Grant (CDBG) Program — The purpose of the City's CDBG Program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income.

Public Services	\$ 150,128.00
Housing Rehabilitation	\$ 565,556.00
Code Enforcement	\$ 85,000.00
Planning/Administration	\$ 200,170.00
TOTAL	\$1,000,854.00

HOME Investment Partnerships Program (HOME) — The HOME program provides funding to be used exclusively for affordable housing activities to benefit low income households.

Construction of Rental Housing	\$ 200,000.00
Rental Housing—CHDO	\$ 49,009.93
Tenant Based Rental Assistance	\$ 49,717.28
Planning/Administration	\$ 28,005.68
TOTAL	\$ 326,732.90

Copies of the DRAFT City of Kissimmee 2025-2029 Consolidated Plan and the 2025-2026 Action Plan are available for review. All citizens are invited and encouraged to make oral or written comments beginning June 13 through July 15, 2025. To obtain a copy and/or provide comments, contact Frances De Jesus, Housing and Community Development Manager at (407) 518-2156 or by e-mail at frances.dejesus@kissimmee.gov. A public hearing will be held at the City of Kissimmee City Commission meeting on July 15, 2025 at 6:00PM.

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, 101 Church Street, Kissimmee, FL 34741 at (407) 518-2309 at least 48 hours prior to meeting.

AVISO PUBLICO / CIUDAD DE KISSIMMEE AVISO DE DISPONIBILIDAD DEL PLAN CONSOLIDADO PROPUESTO 2025-2029 Y DEL PLAN DE ACCIÓN 2025-2026 PARA COMENTARIOS PÚBLICOS Y AVISO DE AUDIENCIA PÚBLICA CORRESPONDIENTE

La ciudad de Kissimmee ha completado el desarrollo de su Plan Consolidado de Cinco Años (2025-2029) y el Plan de Acción Anual. El Plan Consolidado guía el uso de fondos federales durante un período de cinco años. Describe la cantidad de asistencia, prioridades, rango de actividades y la cantidad estimada que beneficiará a personas de bajos y moderados ingresos. El Plan de Acción detalla los programas y actividades específicas que se llevarán a cabo durante el año del programa y la cantidad de fondos que se otorgarán a esos proyectos.

Según las asignaciones de fórmula del FY25 publicadas el 14 de mayo de 2025 para los programas de subvenciones de la Oficina de Planificación y Desarrollo Comunitario del Departamento de Vivienda y Desarrollo Urbano (HUD), la Ciudad de Kissimmee espera recibir \$1,000,854 en fondos de la Subvención de Desarrollo Comunitario (CDBG) y \$326,732.90 en fondos del Programa de Asociaciones de Inversión en Vivienda (HOME) como parte del Consorcio del Condado de Osceola. Este aviso proporciona un resumen de las actividades propuestas en el Plan de Acción PY 2025 para abordar las necesidades y estrategias del Plan Estratégico y da la ubicación para revisar el Plan. Los montos de los proyectos son aproximados y pueden cambiar dependiendo de la apropiación hecha por el Congreso, la cual al momento de esta publicación no ha sido determinada.

Programa de Subsidio para el Desarrollo de la Comunidad (CDBG) — El propósito del Programa CDBG de la Ciudad es el desarrollo de comunidades urbanas viables mediante la provisión de vivienda digna y un entorno de vida adecuado, y la expansión de oportunidades económicas, principalmente para personas de ingresos bajos/moderados.

Servicios Públicos	\$ 150,128.00
Rehabilitación de Viviendas	\$ 565,556.00
Cumplimiento del Código	\$ 85,000.00
Planificación/Administración	\$ 200,170.00
TOTAL	\$1,000,854.00

Programa de Asociaciones de Inversión en el Hogar (HOME) — El programa HOME proporciona financiamiento que se utilizará exclusivamente para actividades de vivienda asequible en beneficio de hogares de bajos ingresos.

Construcción de Viviendas de Alquiler	\$ 200,000.00
Vivienda de Alquiler—CHDO	\$ 49,009.93
Asistencia de alquiler basada en inquilinos	\$ 49,717.28
Planificación/Administración	\$ 28,005.68
TOTAL	\$ 326,732.90

Las copias del borrador del Plan Consolidado de la Ciudad de Kissimmee 2025-2029 y del Plan de Acción 2025-2026 están disponibles para su revisión. Se invita y se anima a todos los ciudadanos a hacer comentarios orales o escritos desde el 13 de junio hasta el 15 de julio de 2025. Para obtener una copia y/o proporcionar comentarios, comuníquese con Frances De Jesus, Gerente de Vivienda y Desarrollo Comunitario al (407) 518-2156 o por correo electrónico a frances.dejesus@kissimmee.gov. Se llevará a cabo una audiencia pública en la reunión de la Comisión de la Ciudad de Kissimmee el 15 de julio de 2025 a las 6:00 PM.

De acuerdo con el Estatuto de Florida 286.26, las personas que necesiten asistencia para participar en cualquiera de estas reuniones deben comunicarse con la oficina del secretario de la ciudad, 101 Church Street, Kissimmee, FL 34741 al (407) 518-2309 al menos 48 horas antes de la reunión.

061225-02NG



Capitol Column

Jolly banks on 'Affordability Crisis'

By Bill Catterell
News Service of Florida

Pondering David Jolly's just-announced campaign for governor, Floridians find themselves thinking, "Have I seen this before?"

Hmmm—a Republican officeholder from Pinellas County, rejected by the GOP, becomes first an independent and then a Democrat. So he runs for governor with the hope that the state's growing mass of independents will join with fed-up members of both major parties to bring about a more sensible, less partisan new day in Florida politics.

And we all live happily ever after.

It's a happy ending for a Frank Capra movie, perhaps. But in real life, in the gritty realpolitik of Florida campaigning, it's what Shakespeare called "a consummation devoutly to be wished." That's how Hamlet described death, which is where dreamy-eyed political idealism usually leads a long-shot campaign.

Such a scenario didn't work for Charlie Crist, another party switcher, in 2022, and it's not likely to work now for a snake-bitten Florida Democratic Party that was pronounced "dead" by its departing Senate leader, Jason Pizzo, last month. Pizzo is running a no-party bid for governor, which everyone expects will siphon off anti-Republican votes from Democrats and make it easier for the Republican nominee.

Not that the Republicans, with their 1.3 million-voter registration lead and 30-year dominance of state government, need a whole lot of help. Jolly estimated he needs to raise \$100 million—and will be outspent by twice that much next year. But he hopes for a sort of political

jiu-jitsu, using the opponent's strength against him.

"Now, Republicans, you have to play defense for the first time in 30 years," he said.

That, Jolly believes, is how a Democratic governor can cope with a veto-proof Republican Legislature. OK, guys, do you oppose tax fairness? You won't improve education because the governor's from the other party? You really think voters care more about party labels than property taxes and insurance rates that shut out first-time homebuyers?

Sure, culture wars are fun and getting transgender flags out of schools appeals to voters, but do those Republican priorities really affect your life?

Jolly knows it's going to be a hard sell, but he expressed confidence during an interview at the Governors Club, a posh lobbyist enclave a few blocks south of the Governor's Mansion, two days before formally announcing his candidacy. He emphasized that "our central focus is on the affordability crisis"—property taxes, hurricane insurance, schools, the economic struggle of working families—which he said the Republican-run Legislature would rather talk about than seriously address.

"The difference between me and Republicans, though, is I think math is real," Jolly said. "Having been an elected Republican, and watching what they're doing in Tallahassee, I think elected Republicans are bad at math. Their numbers never work out, they wish away the reality of needing revenue to provide a safe community, for schools, for roads."

A former GOP congressman and frequent MSNBC commentator, Jolly held his pre-announcement interviews at the state House and Senate were

forced into an extended session by a budget impasse. And the majority party is further weakened by some defiance of Gov. Ron DeSantis among GOP legislators, one reason we no longer hear so much about the governor's wife running to succeed him.

To counter huge Republican advantages in money and voter registration, Jolly said Democrats "have to go places we haven't gone in a long time." That means "the faith community," gun owners, adamantly anti-communist voters in the Miami area and Florida's farm country. "Democrats have been too timid to have those conversations," he said.

Translation: fewer Pride banners, more American flags at party rallies.

A president's party gets dlobbered in the sixth year of a two-term presidency. President Donald Trump has carried Florida three times by increasing margins, but the MAGA magic will be wearing thin at this time next year. Such a solidly red state going purple would signal not only a pulse among Democrats, but an end of the Trump era for the GOP.

Realistically, if a Democrat wins the governorship in '26, we will have created a national story unlike we've seen in decades," Jolly said. "We have to look around the corner and realize: What would that environment then look like for Republicans?"

It sounds do-able in the quiet confines of the Governors Club library. Whether Jolly can sell it in a Crestview town square or at a Clewiston farmers market will determine if, as he believes, 2026 really is a political pivot point for Florida.

Bill Catterell is a retired Capitol reporter for United Press International and the Tallahassee Democrat. He can be reached at wrcott43@aol.com.

LETTERS TO THE EDITOR

Hurricane anxiety after staffing cuts

Dear Editor:

Every year at the beginning of hurricane season, I get a little anxious.

This year brings extra anxiety due to staffing cuts to National Oceanic and Atmospheric Administration (NOAA), the National Weather Service (NWS) and the National Hurricane Center (NHC). These cuts include hurricane and climate researchers that develop storm models. Hurricane Hunters are NOAA scientists that fly directly into storms to measure information needed for forecasts; cuts reduced their number by 25%. The Melbourne NWS office was already short-staffed before the federal government's staff reductions.

This hurricane season is expected to feature above average activity with a higher threat of landfall. Advance notice of when and where the storms will hit and with what strength helps us

prepare, minimize damage and protect ourselves.

I urge our elected officials to speak up against these slashes and get our vital researchers and modelers reinstated. The services they provide save lives. We can rebuild but we cannot bring back the dead.

Ellen Cruse, Citizens Climate Lobby, Space Coast Chapter
Cocoa Beach

Defends the NOAA

Dear Editor:

The National Oceanic and Atmospheric Administration (NOAA), an agency whose data can save lives during hurricane season, is being targeted for massive cuts by the new administration. NOAA plays a critical role in weather forecasting, extreme weather warnings, and climate science, and the National Weather Service, a part of NOAA, is the only public forecasting agency protecting Americans against the threats of extreme weather events

like hurricanes and tornadoes.

I'm a Florida native who has ridden out many storms at home, and I used to be a lot less concerned about these threats, but last year Hurricane Milton spawned that severely damaged a friend's house and destroyed their car just a few doors away from us. That traumatic local event and the devastating extreme weather seen nationally has made me face the fact that climate change is real, our community is at risk, and I want my government to be there for us.

We need Senator Scott, Senator Moody, and our local representatives to push back on cuts to NOAA and vigorously support legislation that addresses the root causes of climate change and supports climate resiliency. I'm grateful for city and county efforts to prepare for and respond to weather events, but we deserve leadership and funding on this at the national level.

Kimberly Demoret
Cocoa Beach

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ITEM 7.A**Approval of City Commission Minutes from the July 1, 2025 meeting****Request**

Approval of the July 1, 2025, commission meeting minutes.

Explanation

Minutes of the commission meeting held on July 1, 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 JUL 1 2025



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JULY 1, 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 Desiree Matthews, Deputy City Manager Austin Blake, City Clerk Tameara Crespo

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 Proclamation- Parks and Recreation Month

To present a proclamation to the Parks and Recreation Advisory Board members in recognition of Parks and Recreation Month.

City Manager Steigerwald read a proclamation in honor of Parks and Recreation Month as the Mayor and Commissioners presented the proclamation. Recipient and chair of the Parks and Recreation Advisory Board, Hannan Khan thanked the city for their support.

Mayor Espinosa made a motion to move item 8.B. "Consideration of Downtown Kissimmee Hotel Development Proposals" to be heard as item 3.B. under "Special Presentations". Motion carried 5-0.

8.B Consideration of Downtown Kissimmee Hotel Development Proposals

Selection of the desired unsolicited proposals for the development of hotels and associated improvements at the Civic Center and Toho Square sites.

Each developer for the Civic Center and Toho Square sites presented their proposals, attached to the agenda. After each presentation, the commission discussed key aspects with the developers, including feasibility, pricing, reserve funds, contingency plans, public amenities, and investment strategies. Economic Development Director David Rodriguez provided a financial overview of proposed operations and management terms. City Manager Steigerwald reminded the commission that selecting a proposal is just the first step; staff must still negotiate and draft a master development agreement, considering factors like valuations, grants, and tax increment funding.

After holding the discussion Mayor Espinosa opened the floor for public comment. Comment cards (Exhibit "A") were submitted, and those individuals spoke or documented their support of, opposition to, or neutrality of the proposals.

During the public comment portion, handouts were circulated for commission review ("Exhibit B").

Commissioner Alvarez made a motion to approve the Azure International Inc. proposal and directed staff to begin negotiations of a master development agreement. Commissioner Ortiz seconded the motion.

Motion carried 5 - 0.

Commissioner Ortiz made a motion to approve the Skyview Companies' proposal and directed staff to begin negotiations of a master development agreement. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

The City Commission recessed at 7:40 p.m.

The City Commission reconvened at 7:53 p.m.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second & Final 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.

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

City Attorney Sanchez de Fuentes read Ordinance # 3116 by title. City Manager Steigerwald explained that this ordinance establishes a Civilian Police Oversight Board consisting of 5 to 7 members. Members will serve two-year terms, with a maximum of three consecutive terms. All members must live, work, or own property within the city limits, and at least one member must be a retired law enforcement officer. Elected officials and individuals who are qualified candidates for public office are prohibited from serving on the board. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Alvarez moved to adopt Ordinance # 3116. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 5 - 0.

4.B Public Hearing - First Reading: Proposed Ordinance #25-07 - Amending Noise measurements, levels, and enforcement.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 1, GENERAL PROVISIONS, SECTION 22, GENERAL

PENALTY; AMENDING CHAPTER 22, ENVIRONMENT, ARTICLE II, NOISE, SECTIONS 22-21 DEFINITIONS; SECTION 22-22 APPLICATION; SECTION 22-23 METHOD OF NOISE MEASUREMENTS; SECTION 22-24, MAXIMUM NOISE LEVELS; SECTION 22-25, SPECIFIC PROHIBITED NOISES; SECTION 22-26, ENFORCEMENT; SECTION 22-27, USE OF MECHANICAL LOUDSPEAKERS OR AMPLIFIERS OUT OF DOORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Approve the First Reading of the Proposed Ordinance Amending #25-07

Deputy City Manager Austin Blake, joined by Assistant City Attorney Curtis McGehee, presented a PowerPoint (Exhibit "C") outlining proposed ordinance changes.

Mayor Espinosa opened the floor for public comment. Comment cards (Exhibit "D") were submitted, and those individuals spoke or documented their support of, opposition to, or neutrality of the proposed ordinance.

Following the presentation and public comments, commissioners and staff discussed next steps, including revising outdoor speaker rules, adjusting proposed decibel levels, and educating the community on the noise ordinance, expectations, and penalties.

Deputy Manager Blake explained how violations are determined and recommended using noise meters that match city standards outlined in the ordinance. City Attorney Sanchez de Fuentes advised re-advertising the hearing as a "Second First Reading" at the next meeting to give staff time to present updates.

Mayor Espinosa made a motion to readvertise the first reading of Proposed Ordinance #25-07 for July 15th, and for staff to bring the proposed ordinance back with amendments to the outdoor speaker requirements and decibel levels. Commissioner Alvarez seconded the motion.

Motion carried 5-0.

4.C

Public Hearing - First Reading: Proposed Ordinance #25-09 - Amending alcohol hours of sale for the Downtown CRA.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, CHAPTER 4, ALCOHOLIC BEVERAGES, SECTION 4-1, DEFINITIONS, SECTION 4-3, HOURS OF SALE; SECTION 4-5 REGULATION OF RESTAURANTS; CREATING SECTION 4-9 AFTER MIDNIGHT ALCOHOL SALES PERMITS FOR THE DOWNTOWN COMMUNITY REDEVELOPMENT DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Approve the First Reading of the Proposed Ordinance #25- 09 - Amending alcohol hours of sale for the Downtown CRA.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 25-09 by title. Mayor Espinosa opened the floor for public comment. Comment cards ("Exhibit D") were submitted, and those individuals spoke or documented their support of, opposition to, or neutrality of the proposed ordinance. Prior to the meeting, a public comment was received via email (Exhibit "E").

Following public comments, the City Commission discussed business owners' responsibilities and considered possible changes to last call times, emphasizing community well-being over business restrictions. Under Florida law, alcohol sales must end at midnight unless extended by local ordinance. The proposed ordinance allows service until 2:00 a.m. with a \$250 annual after-hours permit.

The proposed ordinance provides the Police Chief with the authority to suspend, or revoke permits for repeated ordinance violations, based on the circumstances of each case. Businesses can appeal such decisions before the City Commission. The City Manager clarified that, under state law, the city cannot revoke Business Tax Receipts or shut down businesses solely for alcohol-related violations. Instead, the ordinance creates a permit system to regulate late-night alcohol service, allowing the City to enforce compliance within legal limits.

Commissioners reviewed the City's noise ordinance history and its connection to the proposed changes, entering a 2023 Channel 6 news video into the record for context. They emphasized the ordinance aims to ensure public safety and quality of life without being punitive, focusing on fairness and compliance to support an orderly late-night business environment.

Mayor Espinosa made a motion to approve the Public Hearing and First Reading of Proposed Ordinance # 25-09. Commissioner Eady seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Mayor Espinosa, Commissioner Ortiz

NAY: Commissioner Martinez

Motion carried 4 - 1.

4.D Public Hearing - First Reading: Proposed Ordinance #25-10 - Amending the Lien Policy, and Appeal Process.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, AMENDING DIVISION 4, LIEN POLICY; PROVIDING FOR THE ENFORCEMENT AND COLLECTION OF LIENS AND ASSOCIATED FEES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Approve the First Reading of the Proposed Ordinance #25-10 - Amending the Lien Policy, and Appeal Process.

City Manager Steigerwald explained the need for the ordinance changes, which would expand eligibility to request waivers and fee reductions 30 days after achieving compliance. City Attorney Sanchez de Fuentes read Proposed Ordinance #25-10 by title. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Alvarez made a motion to approve the Public Hearing and First Reading of Proposed Ordinance # 25-10. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

5. PUBLIC HEARINGS

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

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

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

Motion carried 5 - 0.

- 7.A Approval of City Commission Minutes from the June 17, 2025 meeting
Request Commission approval of the June 17, 2025, Commission Minutes.
- 7.B Approval of a resolution authorizing the issuance of Fire Service Assessment Revenue Notes in the principal amount not to exceed \$10,000,000 to supplementally or alternatively fund acquisition and/or construction of capital improvements and equipment associated with the City's Fire Department
Request adoption of a resolution which provides for assurance the City may use and pledge revenues from Fire Service Assessments to secure and pay for acquisition and/or construction of capital improvements and equipment associated with the construction of fire stations and the acquisition of equipment (including fire engines or trucks).

Resolution # 08-2025
- 7.C Purchase of Stump Grinder
Approval to purchase a SC802 stump grinder from Vermeer Southeast in the amount of \$85,422.20.
- 7.D Furniture purchase for the upcoming renovation of the Development Services Department
Approval to purchase furniture and furnishings from Commercial Design Services for the upcoming renovation of the Development Services Department in the amount of \$198,055.
- 7.E Disposal of City Assets
Approval to dispose of the asset items detailed in the attached report.
- 7.F FEMA Grant – Police Generator Project
Approval to accept \$848,786.25 in federal grant funding awarded through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) for the procurement and installation of emergency standby generators at the City of Kissimmee Police Department and 911 Communications Center.
- 7.G Interlocal Agreement for School Resource Officers between the Osceola County School Board, Kissimmee Police Department, Osceola County Sheriff's Office and St. Cloud Police Department
Approve and execute the Interlocal Agreement for School Resource Officer (SRO) services between the Osceola County School Board, the Kissimmee Police Department, the St. Cloud Police Department and the Osceola Sheriff's Department (Contract # 20240087). The attached contract requires the Mayor's signature.
- 7.H SR-24-0017 - Bronson Homestead Final Plat
Approval of the final plat known as Bronson Homestead.
- 7.I Approval of a Contract Extension with Miller Electric Company
Request to approve a contract (#20240399) extension with Miller Electric for installation and maintenance of security equipment.

- 7.J Operation Business Boost 2.0
Update on Operation Business Boost 2.0

8. DISCUSSION ITEMS

- 8.A 2025 Policy Agenda Review - Planning and Zoning Division Operations
Commission direction on enhancing Planning and Zoning Division operations and activities.

Mayor Espinosa made a motion to continue the item to the July 15th meeting. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

- 8.B Consideration of Downtown Kissimmee Hotel Development Proposals
Selection of the desired unsolicited proposals for the development of hotels and associated improvements at the Civic Center and Toho Square sites.

The item was removed from discussion and heard as item 3.B. under Special Presentations.

- 8.C Florida League of Cities Voting Delegate 2025
To designate a voting delegate for the Florida League of Cities Annual Conference being held August 14-16, 2025, at the Signia by Hilton Orlando Bonnet Creek in Orlando.

Mayor Espinosa made a motion to continue the item to the July 15th meeting. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

9. HEAR CITY OFFICIALS

- 9.A CITY MANAGER
City Manager Steigerwald provided updates on upcoming events: Monumental Fourth of July.

- 9.B CITY ATTORNEY

- 9.C CITY COMMISSION
A brief discussion on stormwater management in North Kissimmee included an update from the City Manager. The Mayor and City Manager also touched on capacity provisions within the alcohol ordinance and confirmed that the noise ordinance will be revisited at the July 15th meeting.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 11:02 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Ella Wood Address 1833 Biscayne Date 7/1/25

City/Zip Code 32789 Phone # 505 234 5131

Topic / Item Hotel Development

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

Both sides mostly to her

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY
COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE
REMOVED FROM THE ROOM.

20

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Chared Aguirre Address 1000 Douglas Ave Date 7/1/25
Apt 1
City/Zip Code 32714 Phone # 267-978-7590
Topic / Item Hotel Development

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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*Hyatt
10th
Square*

21

REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. BRYAN ESCUDERO Address 3135 SMOKE SIGNAL CIR. Date ~~KISSIMMEE FL~~
City/Zip Code KISSIMMEE FL 34746 Phone # 407 288 2421
Topic / Item HOTEL DEVELOPMENT

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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SKIPPED

22

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Cynthia Marlow Address 2511 Trapside Ct. Kissimmee Date 7-1-25
City/Zip Code Kissimmee FL 34746 Phone # 321-746-558
Topic / Item Hotel Development

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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23

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Vincent Hyden Address 1218 Bermuda Lakes Ln Date July 1, 2025

City/Zip Code Kissimmee, FL 34741 Phone # 323 597 6692

Topic / Item Hotel Development

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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REMOVED FROM THE ROOM.**

24

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Dale Johnson Address 1109 Catherine St Date 07/1/25

City/Zip Code Kissimmee 34741 Phone # 407-301-2249

Topic / Item Skyview

I waive the opportunity to speak but I (am):

☐ Support

☒ Opposed

☐ Neutral

☐ Request additional time

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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25

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Harcer A. Gonzalez Address 234 Arabet Date 07/01/25

City/Zip Code Kissimmee FL 34741 Phone # (321) 442-2706

Topic / Item Tax Money To our ciTiZens - Hotels

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☒ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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REMOVED FROM THE ROOM.**

26

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Jose E. Castro Address 110 Lakeview Dr ^{#332} Date 7-1-25
City/Zip Code Kissimmee, 34741 Phone # (407) 285-5398
Topic / Item Hotel Development

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
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COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE
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27

REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Jose Bosque Address 4853 Dunfield Ct Date 7/1/25
City/Zip Code 34758 / Kissimmee Phone # 689-444-1216
Topic / Item Hotel in Kissimmee.

I waive the opportunity to speak but I (am):

☐ Support

☒ Opposed

☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE
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NO
Hotels

RECORD COPY

Hyatt

KPDG is asking for the City's participation in providing the incentivization of the project from the use of CRA initiatives. The Pioneer fund may bring \$1.5 Million to the project. KPDG would like to use the TIFF funding program as available. Of primary importance is the City's support in fostering open communications with the Osceola County in obtaining available Tourist Development Tax Dollars that to be used in funding the construction of infrastructure and public use elements of the project.

KPDG Proposes paying the City a direct lease payment annually of \$250,000. This is negotiable and should be determined based on a licensed appraiser's opinion. KPDG proposes that both parties use their own agent and come to a mutually agreed upon annual lease rate.

Lease Agreement vs. Fee Simple Transaction Comparison	
49 Lease value in Year 2025 dollars	\$ 12,250,000.00
Fee Simple Direct Purchase	\$ 2,500,000.00
Note: Ultimate scenarios will vary based on actual revenue income.	

Based on this system the following revenue as expressed in the chart below would be available to the City annually in contrast to a one-time fee simple transaction of \$2.5 million dollars for the subject property.

Proposed 'Added Value Revenues' to the City from partnership	
Annual Rent	\$ 250,000.00
TDT Revenue from Hotel Revenues	\$ 713,621.08
Hotel Concessions Recovery Fee	\$ 713,621.08
5% of NOI Year One of Operation	\$ 209,694.68
Total potential Annual Revenue to the City	\$ 1,886,936.84
Note: Ultimate scenarios will vary based on actual revenue income.	

Taxpayer net benefit:

- \$1.5 million

+ \$12.25 million

TOTAL: + \$10.75 million

Plus possible additional concessions recovery fee, revenue share, and other benefits to be negotiated with county

Skyview

Any Land Contributions, Tax Abatements, or Infrastructure Assistance Requested
Fee Simple Purchase of 1 acre of land for \$200,000

City Assistance Requested:

- Pioneer Grant for \$1.5 million for the hotel
- Pioneer Grant for \$1.5 million for the residences
- Waive main building permits fee
- Waive mobility impact fees (TOD Project)
- Waive Parks & Rec impact fees (project is creating a new city park)
- Financial support to update the south garage facade screening along the new Ruby Avenue (City retained) connector park
- Reimburse for the installation of two elevators including shaft modifications totaling \$440,000
 - one elevator to be owned by the City
- First year tax abatement of 50%
- Parking use easements
- Update use to allow overnight parking
- Ingress/egress access easements covering elevators and stairs

Justification for Public Support and Expected Return on Investment:

- City Investment approximately \$3.3 million net of land purchase
- Private to public investment ratio = 9:1
- Increases property tax base with both commercial and residential development
- Provides sales tax and tourist tax revenue
- Brings 30,000 additional patrons and shoppers to Historic Downtown Kissimmee
- Brings 50 new permanent residents to Historic Downtown Kissimmee
- Creates over 50 permanent jobs in Downtown Kissimmee
- Supports the overall Ruby Avenue Redevelopment Master Plan

Taxpayer net benefit:

- \$3.5 million

+ \$0.2 million

TOTAL: - \$3.3 million

Taxpayers deserve...	What we will get with HYATT (KPDG)	What we will get with Skyview
...responsible use of our money	+ \$12 million dollars of payments to the city	-Millions of dollars extracted from taxpayers • \$3 million in "Pioneer grants" • 50% tax abatement for year one • \$440,000 reimbursement • Impact fee waivers
...long term benefit	- Long term benefit for the taxpayers • Lease the land to the developer, generating consistent income for future projects	- Short term benefit for the taxpayers • Selling the land means the City would only have a one-time profit from this land • The developer does not have to share revenue profits with the City • City has no say in future development
...adequate investment for high-quality development	Financial investment to improve Downtown: \$88 million	Financial investment to improve Downtown: \$33 million

Review of Proposed Updates to Noise Ordinance

City Commission Meeting
July 1, 2025



Stationary Vehicles

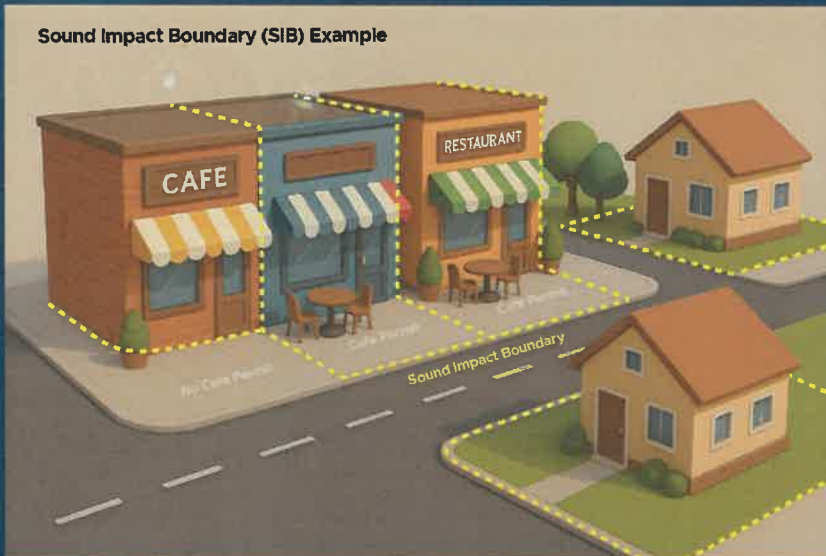
Maximum Noise Levels

New language in the proposed ordinance would allow police officers to use a plainly audible standard to issue citations to loud vehicles when they are in a parking garage, on public land, or on private property.

Florida law already allows law enforcement to enforce excessive noise from vehicles on roadways under Florida statute 316.3045.

Sound Impact Boundary (SIB)

Sound Impact Boundary (SIB) Example



Sound Impact Boundary (SIB) Example



Outside the Downtown CRA

Maximum Noise Levels



The use of any outdoor speaker must be discontinued at 10 p.m.

Downtown CRA

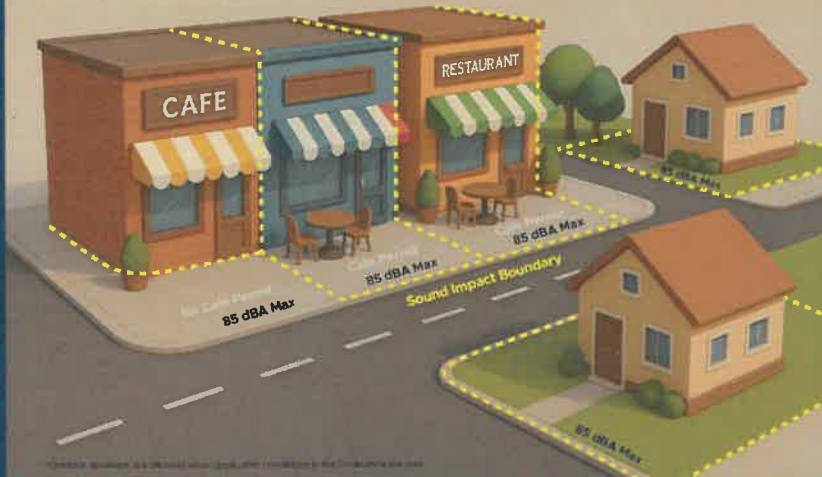
Existing CRA Boundary



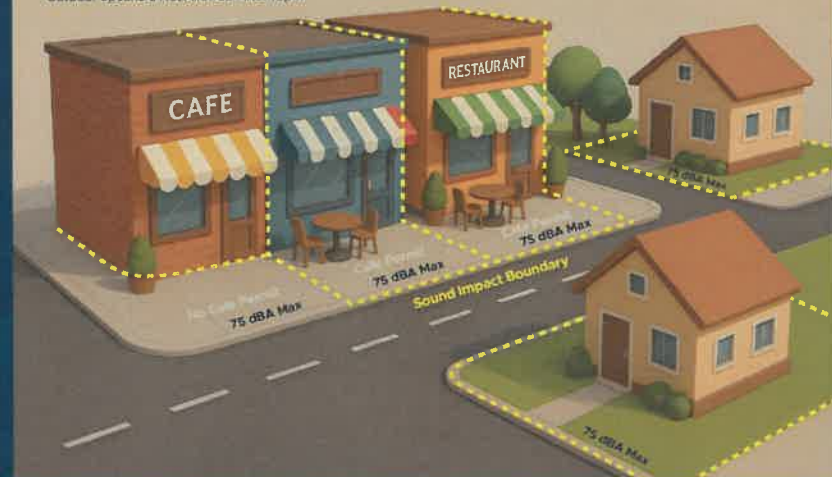
Downtown CRA

Maximum Noise Levels

Downtown CRA: 7am to 12am
Maximum Noise Levels Regardless of Use: 85 dBA
Outdoor Speakers Allowed Until 10pm



Downtown CRA: 12am to 7am
Maximum Noise Levels Regardless of Use: 75 dBA
Outdoor Speakers Not Allowed After 10pm



*The use of any outdoor speaker must be discontinued at 10 p.m.
The maximum noise levels proposed would apply to the entire Downtown CRA boundary.*

How was the max level decided?

Maximum Noise Levels inside the Downtown CRA

The maximum noise level of 85 dBA was selected based on the widely accepted standard established by the Occupational Safety and Health Administration (OSHA) that requires employers to implement hearing conservation programs because exposure to sound levels over 85 dBA may cause hearing damage or loss.

Supporting private property rights, owners and tenants should be permitted to generate noise on their property if it does not interfere with the rights of others or create a situation that causes harm to others who do not wish to participate in the activity generating noise voluntarily.

85 dBA

from 7 a.m. to midnight

75 dBA

from midnight to 7 a.m.

Outdoor Speakers

Citywide Use and Regulation

Outdoor speakers are permitted from 7 a.m. to 10 p.m. in all parts of the City.

Outdoor speakers are not permitted to direct music towards or be located in public rights-of-way, including airspace above such rights-of-way, unless the space is included as part of a Café Permit and in accordance with the Permit's rules.

Enforcement Options

Citations, Pursuant to Chapter 1 of City Code

Outside the Downtown CRA

Violation #	Fine
1 st Violation	\$50
2 nd Violation	\$100
3 rd Violation	\$250
All subsequent violations	\$500

Inside the Downtown CRA

Violation #	Fine
1 st Violation	\$250
All subsequent violations	\$500

- Maximum fines are established under Florida law, preempting the City from imposing higher fines.
- Increasing fines are based on repeat violations that occur within one year outside of the Downtown CRA.
- The issuance of a citation does not preclude the City from also taking code enforcement action.
- Failure to pay a citation within 30 days results in the citation being sent to the Clerk of Courts for a case to be heard in front of a county judge.

Enforcement Options

Code Enforcement Action / Late Night Alcohol Permit Impacts

Code Enforcement Action

Proposing a policy for KPD to issue a warning, a citation, and then, on the third offense, a documented report and referral to Code Enforcement to initiate a case and send to the Special Magistrate.

Noise violations are considered irreversible acts, allowing a fine up to \$15,000 under the City's code to be issued for each violation.

Impacts to Late-Night Alcohol Sales Permit (proposed)

Additionally, a proposal in the revised Alcohol Sales Ordinance would allow the Chief of Police to suspend or revoke a late-night alcohol permit if the establishment violates the City's noise ordinance.

\$15k

maximum fine for irreversible acts

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Jeremy Fetzer Address 120 Broadway St³⁰⁸ Date 7/1/2025
 City/Zip Code 34741 Phone # 407 361 5030
 Topic / Item Public Comment 4.B, 4.C

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time 10 mins

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.



REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Graciela Mendez Address 3821 Pinewood Date 7/1/2025
City/Zip Code St Cloud Fl. Phone # 407-946-9057
Topic / Item 4B-

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
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8

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Igor Balz Address 112 Broadway Date 7/1/2025
City/Zip Code Kissimmee FL Phone # 407 409 5691
Topic / Item 4B -

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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18

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. JEFF WOLFF Address BISMARCK ST Date 07/01/25

City/Zip Code 34741 KISS Phone # 321.624.0485

Topic / Item 4C

I waive the opportunity to speak but I (am):

☐ Support ☒ Opposed ☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
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REMOVED FROM THE ROOM.**

4

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Michelle Lebron, ESQ Address 155 Orlando Ave Date 7-1-25
City/Zip Code 34741 Phone # (407) 200-3218
Topic / Item Alcohol Sales 4.6

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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3

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Nelly Hernandez Address 4853 Trb B.m Date 7/1/25

City/Zip Code 34770 Phone # _____

Topic / Item ~~4B 4C 4D 4E~~ 4C

I waive the opportunity to speak but I (am):

☒ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. John Ramirez Address 1811 Blissful Dr. Date _____
City/Zip Code Kiss Fz. 34744 Phone # 407 929 6094
Topic / Item Alch. Sales

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

**ANY PERSON MAKING PERSONAL, IMPERTINENT AND SLANDEROUS
REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY
COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE
REMOVED FROM THE ROOM.**

9

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Hyma Lee Roben Address 219 Broadway Date July 1, 2025
City/Zip Code Kissimmee #1 34741 Phone # 407-773-5050
Topic / Item Early Business closure

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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(Please submit to City Clerk prior to meeting)

16

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. RAY PARSONS Address 117-B BROADWAY Date 6-1-25

City/Zip Code KISSIMMEE, FL. 34741 Phone # 407 908 0501

Topic / Item NOISE / LIQUOR ORDINANCE

I waive the opportunity to speak but I (am):

☐ Support ☒ Opposed ☐ Neutral

TO THE ORDINANCE

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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15

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. ZACHARY PARSONS Address 117-B BROADWAY Date 7-1-25
City/Zip Code KISSIMMEE 34741 Phone # 352-262-2336
Topic / Item ~~NOISE ORDINANCE~~ / LIQUOR SALES

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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5

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. DAVE LARSON Address 14 E. DAKIN Date 7/1/21
City/Zip Code KISSIMMEE 34744 Phone # 407-310-0400
Topic / Item DAKIN AVE

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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11

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Michael Carr Address 111 E Monumata Ave Date 7/1/25
City/Zip Code Kiss. Fl. 34746 Phone # 407-460-7629
Topic / Item 4B-4C

I waive the opportunity to speak but I (am):

☒ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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10

REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. MICHAEL BARRA Address 111 EAST MOMENTUM Date 7/1/25

City/Zip Code KISS, FL 34741 Phone # 407-492-9425

Topic / Item NOISE COMPLAINT / CRIME 4B-4C

I waive the opportunity to speak but I (am):

☒ Support

☐ Opposed

☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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12

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Jose Barneto Address 214 Broadway Date 7/1/25
City/Zip Code Kissimmee FL 34746 Phone # 407 9092223
Topic / Item Amending Alcohol

I waive the opportunity to speak but I (am):

☐ Support ☒ Opposed ☐ Neutral

☐ Request additional time _____
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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17

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Dustin Address N/A Date 07/01/25
City/Zip Code ~~N/A~~ 31901 Granada Blvd Phone #
Topic / Item working ~~side by side~~ side by side
(together)

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☒ Neutral

☐ Request additional time 3 hours

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER “HEAR AUDIENCE”
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Felix Ocho Address 307 E Main Street Date _____
City/Zip Code Kissimmee FL Phone # 321-623-8541
Topic / Item Liquor license

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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32

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Fernando Homs Address 2046 Valencia Date 7-1-2025
City/Zip Code Kissimmee FL Phone # 407-873-9370
Topic / Item Liquor license

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

1eFT

(Please submit to City Clerk prior to meeting)

Mr. / Ms. THOMAS KAPP Address 14 W VERNON Date 7/1/25
City/Zip Code KISS 34741 Phone # _____
Topic / Item Closing Time

I waive the opportunity to speak but I (am):

☐ Support ☒ Opposed ☐ Neutral

☐ Request additional time _____
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29

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Olivia Otero Address 308 Broadway Date 7/1/2025
City/Zip Code Kissimmee, FL 34741 Phone # 889 253 5714
Topic / Item Noise Ordinance / Alcohol sales after 12am

I waive the opportunity to speak but I (am):

☐ Support

☒ Opposed

☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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6

REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Rob Bucleso Address 507 Sumner St. # Date 7/1/25
City/Zip Code Kissimmee 34741 Phone (#) (407) 879 7896
Topic / Item Early Closing

I waive the opportunity to speak but I (am):

☐ Support

☐ Opposed

☐ Neutral

☒ Request additional time

I need 5 mins

3 minutes

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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2

**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Maiva Virginia Garcia Address 120 Broadway Date 7/1/25
City/Zip Code Kissimmee Phone # (407) 791-0892
Topic / Item 4B & C

I waive the opportunity to speak but I (am):

☒ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____

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14

REQUEST TO ADDRESS THE CITY COMMISSION UNDER "HEAR AUDIENCE" CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / (Ms.) KRISTIN SPIVEY Address 805 NEPTUNE RD Date 7/1/25
City/Zip Code KISSIMMEE, 34744 Phone # (407) 415-0134
Topic / Item Alcohol / NOISE ORDINANCES

I waive the opportunity to speak but I (am):

☐ Support ☐ Opposed ☐ Neutral

☐ Request additional time _____
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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13

REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE

(Please submit to City Clerk prior to meeting)

Mr. / Ms. Olga Carino Address 214 Broadway Date 7-1-25
City/Zip Code Kissimmee FL 34741 Phone # 407 922 9241
Topic / Item Amending Alcohol

I waive the opportunity to speak but I (am):

☐ Support ☒ Opposed ☐ Neutral

☐ Request additional time _____
(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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**REQUEST TO ADDRESS THE CITY COMMISSION
UNDER "HEAR AUDIENCE"
CITY OF KISSIMMEE**

(Please submit to City Clerk prior to meeting)

Mr. / Ms. ARMANDO PAYAMPS Address 308 BROADWAY Date 7/1/2025
City/Zip Code KISSIMMEE, FL. 34741 Phone # (407) 265-1983
Topic / Item NOISE ORDINANCE / ALCOHOL SALES AFTER 12AM

I waive the opportunity to speak but I (am):

☐ Support

☒ Opposed

☐ Neutral

☐ Request additional time _____

(Please confine comments to City business. Your remarks shall be limited to 3 minutes unless additional time is granted by the Commission.)

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Tameara Crespo

From: C <cbzuco@gmail.com>
Sent: Tuesday, July 1, 2025 2:55 PM
To: Linda Hansell; Tameara Crespo
Subject: Fwd: ALCOLOL VOTE

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 remarks for the meeting tonight

I must insist that tonight's vote on Downton Alcohol rules led by Jackie Espinosa (who has personally said she wishes to use her position to seek a full liquor license from the Governor) be tabled until such time as the Board Of Ethics has time to determine whether the complaint as to whether or not she has acted ethically on the issue of alcohol sales and obtaining more alcohol licenses for herself over the public safety and the welfare of the public

Jackie Espinosa has acted in pure personally motivated greed on the matter of alcohol and has made no effort to hide it but she must be stopped nonetheless

Claudia Zuco
1342 Stallone Court
Kissimmee Fl 34744

ITEM 7.B

Police Department Canine Surplus and Retirement

Request

Approval to surplus and retire a Police Department canine by turning ownership, care, and responsibility of the canine over to the handler.

Explanation

Canine Daman was purchased on December 16, 2016, for \$9,000.00 (Asset # 17-001113). Canine Daman is now ten years old, and had numerous health issues during his service with the Kissimmee Police Department, but most notably, he had stomach torsion (gastric distension and volvulus) in August 2019. Doctor James Barnett (Osceola Animal Emergency) recommended that Daman remain with his former handler, Michael Strickland. Daman has chronic anxiety issues, and a change of handlers would exacerbate the conditions. Furthermore, Canine Daman would need to recertify with a new handler. The six-month certification program requires daily physical training, apprehensions and agility drills. Based on Canine Daman's health problems and age, Doctor Barnett recommended he no longer serve as a working canine. Canine Daman has been Michael Strickland's partner since Canine Daman started with the Kissimmee Police Department.

The Police Department is requesting that Canine Daman be designated surplus property and ownership transferred to Michael Strickland. Michael Strickland has agreed to accept all responsibility and liability for the ownership of the retired canine.

The City Attorney's Office has reviewed and approved the Surplus Canine Sales Agreement.

Recommendation

The designation of the surplus property for Canine Daman and transference of ownership to his former police handler, Michael Strickland, for the sum of \$1.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. (S) Surplus Canine Sales Agreement - Daman -Veterinary Recommendation-1

SURPLUS CANINE SALES
AGREEMENT

THIS AGREEMENT is made this 15th day of July, 2025 by and between the City of Kissimmee, a municipal corporation; (hereinafter referred to as Seller) and Officer Michael Strickland; (hereinafter referred to as Buyer), collectively hereinafter referred to as the Parties and each represent as follows:

WITNESSETH

WHEREAS, the Kissimmee Police Department intends to permanently retire its canine known as Daman based upon an opinion from Daman's veterinarian that Daman should not be transferred to a different handler due to Daman's chronic anxiety issues, previous health issues, and age (hereinafter "Veterinarian's Opinion"); and

WHEREAS, based upon the Veterinarian's Opinion, the Kissimmee Police Department has determined that further law enforcement service usage of the canine Daman is not recommended and to keep the canine in service could be detrimental to the canine, the handler, or the general public; and

WHEREAS, the City Commission has declared canine Daman as surplus personal property and authorized its sale; and

WHEREAS, Buyer purchases the canine with the understanding that the canine is specially trained in police work, including physical apprehensions and is desirous of owning the canine.

WHEREAS, Buyer wishes to own the canine.

NOW THEREFORE in consideration of \$1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties each promise to the other as follows:

1. Seller hereby sells and will deliver to Buyer the canine known as Daman.
2. Buyer agrees to purchase and accept the canine known as Daman.
3. Buyer agrees to pay to Seller \$1.00 for the canine.
4. Buyer accepts the canine "As Is".
5. Seller makes no warranties as to the canine whatsoever.
6. Buyer hereby accepts all responsibilities and liabilities that go along with the ownership of a specialty trained canine.

7. On behalf of the Buyer and Buyer's heirs, executors, and assigns, Buyer does hereby waive and personally assume any and all risks and liability for damages, losses, personal injuries or death which Buyer, Buyer's heirs, executors, and assigns, or any other person, might suffer or sustain as a result of this Agreement or caused by canine Daman. Buyer does hereby release and forever discharge Seller, its elected officials, officers, agents, employees, and volunteers (in their official and individual capacities), from any and all claims, demands, actions, damages, or suits at law or equity of whatever nature related to canine Daman or this Agreement which Buyer has or may hereafter acquire and Buyer hereby holds harmless and agrees to indemnify Seller for all damages, attorney's fees and costs which may be incurred in defending any such demands, claims, actions, and the like.
8. Buyer further willingly agrees to the long-term commitment to care for the canine. The care includes, but is not limited to; veterinary check ups, veterinary care for existing medical conditions and future medical conditions, grooming, feeding, and general maintenance to keep the canine in good health and safe from harm or abuse.
9. This Agreement shall constitute the entire Agreement between the Parties and any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding.
10. Nothing in the agreement shall be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 768.28 Florida Statutes. Except for the enforcement of the express provisions of this Agreement, which may only be enforced by the Parties to the Agreement, the City of Kissimmee shall have and maintain all rights, privileges, and immunities of sovereign immunity, including, but not limited to those at common law, and those rights and limitations of liability set out in section 768.28 Florida Statutes.

City of Kissimmee

Mayor Jackie Espinosa

Date: _____

Buyer Signature: _____

Print Name: Michael Strickland

Date: _____



To whom it may concern,

I have been treating the Canine "Daman" as the veterinarian of record for Kissimmee Police Department since he was purchased for service work for the department in December of 2016. Since that time, I have been responsible for his vaccines and health care. Daman has had numerous health issues during his service with KPD, but most notably he had a stomach torsion (gastric distension and volvulus) in August of 2019. This was a very serious and potentially life-threatening occurrence that thankfully was successfully treated with emergency surgery and the stomach being secured to the body wall of the abdomen.

I do not recommend transferring the canine to a different handler because the service dog has had chronic anxiety issues, and a change of handlers will exacerbate this condition. A handler change will require the dog to be in training again for a period of up to 6 months, which is intense, and the stress level is high. The dog is now approximately 10 years old and the average full service canine will retire by 9 years old. Given the 6+ months of training plus the time required to bond to a new handler, Daman is past the normal age for retirement. I also cannot guarantee that the stomach tack that was performed on the GDV surgery will hold its integrity during the training time required when a new handler cares for him.

My personal recommendation would be to retire Daman if the handler is to be replaced and obtain a new canine, one that can bond initially with a new handler, and that would not have to be "retrained" prior to going into service.

If you have any questions regarding this opinion, please contact me at Osceola Animal Emergency. My personal cell phone number is 407-765-9152.

Thank you,
James Barnett, DVM,

ITEM 7.C

Disaster Response Services Contract with Ceres Environmental Services, Inc.

Request

Approval to award the Disaster Response Services Contract for debris removal (Contract #20250315) to Ceres Environmental Services, Inc.

Explanation

On June 3, 2025, the City Commission approved awarding the Disaster Response Services Contract for debris removal to CrowderGulf as the City's primary contractor under Request for Proposal RFP2025-006.

As noted at that time, the City received a total of four proposals for this contract and identified two of the highest-scoring firms—CrowderGulf and Ceres Environmental Services, Inc.—through its formal selection process. Each proposal was independently reviewed and scored based on the City's established evaluation criteria.

Staff is now returning to the Commission for approval of a secondary contract with Ceres Environmental Services, Inc., which will provide additional capacity and flexibility in post-disaster response and recovery efforts. Ceres will serve as a backup contractor to support debris removal operations as needed.

The term of this contract is one (1) year, with the option to renew for up to four (4) additional one-year terms.

Recommendation

Approval to award the Disaster Response Services Contract for debris removal to Ceres Environmental Services, Inc.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Ceres Emergency Response Debris Removal Contract-Ceres

AGREEMENT BETWEEN CITY OF KISSIMMEE
and
Ceres Environmental Services, Inc.

THIS AGREEMENT is made and entered this _____ day of _____, 2025 by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and Ceres Environmental Services, Inc., whose address is 6371 Business Boulevard Suite 100, Sarasota, FL 34240 hereinafter referred to as ("CONTRACTOR"), and each represents as follows:

WHEREAS, CITY is in need of Emergency Response and Recovery Services in the form of Disaster Debris Services, including but not limited to large scale disaster debris removal, separation, staging, disposal, demolition, and construction debris removal, tree-trimming, and stump grinding and removal, and other emergency clean-up services following a disaster event, as more particularly described herein in the Scope of Services, attached hereto and incorporated herein as Exhibit "A."; and

WHEREAS, CITY advertised RFP #2025-006 -- "Emergency Response and Recovery" based on the competitive selection process, consistent with the City's procurement policies the CITY determined that Ceres Environmental Services, Inc. was best qualified to provide the services and awarded the contract to CONTRACTOR consistent with the terms, conditions and requirements of the RFP; and

WHEREAS, CONTRACTOR agrees to provide the services as further enumerated herein and consistent with its submitted Proposal.

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

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein and made a part of this Agreement.
2. **TERM.** This Agreement shall be effective for a term of one-year from the date of execution of the agreement, with the option of four consecutive one-year renewals.
3. **REQUIRED SERVICES.** CONTRACTOR shall provide emergency response and recovery services ("Work") as defined by the Request for Proposal, any addenda thereto, and CONTRACTOR's Proposal to City, attached hereto as Exhibit "B" and incorporated by reference and made a binding part hereof. Following a declared emergency, the Contractor shall perform the Work in accordance Contractor's Proposal for the City, and

the Price Proposal attached as Exhibit "C" and incorporated herein. The work shall commence upon receipt of a Work / Release Order issued by the City. Each Work Order shall describe the work required and will state the dates of performance of services, and payment shall be made in accordance with the price schedule included in the Price Proposal.

CONTRACTOR is licensed to perform these services by the State of Florida. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and any addenda thereto. CONTRACTOR's services are further enumerated and described in Exhibit "B."

The Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City.

4. **REPRESENTATIONS.** CONTRACTOR hereby represents to the CITY that:

- a. CONTRACTOR has the experience and skill to perform the services required by this Agreement.
- b. CONTRACTOR will provide and employ personnel qualified and experienced in their profession to perform the services required. CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of services who, in CITY's sole discretion, is not suitable for the performance of the duties required. CONTRACTOR shall immediately remove the individual from performance of work under this Agreement without hesitation or challenges to CITY.
- c. CONTRACTOR will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of all license and certification fees. CONTRACTOR shall, upon request, provide the CITY with proof of certification compliance.
- d. CONTRACTOR will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner, consistent with the best interest of the CITY.
- e. CONTRACTOR is adequately financed to meet any financial obligations it may be

required to incur under this Agreement.

- f. *Debarment and Suspension.* Contractor has not been suspended or debarred and can be awarded a contract funding with Federal Assistance. The contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- g. *Clean Air Act and Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- h. *Work Hours and Safety Standards Act.* Contractor shall comply with the provisions of 40 U.S.C 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires Contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours, and that any hours worked in excess of forty hours in a workweek be compensated at a rate of not less than one and one-half times the basic rate of pay.
- i. *Energy Policy and Conservation Act.* Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy policy and Conservation Act (42 U.S.C. 6201)
- j. *Byrd Anti-Lobbying Amendment.* Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- k. *Solid Waste Disposal Act.* Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act. Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1) competitively within a timeframe of the contract schedule; 2) meeting contract performance requirements; or 3) at a reasonable price.

- 5. **INDEPENDENT CONTRACTOR.** The parties hereto agree that CONTRACTOR is an independent contractor to the CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto. CONTRACTOR and each of its employees will act as an independent contractor and not as employees of the CITY.

- 6. **PAYMENT.** Invoices shall provide details of all project expenses authorized by the Agreement. Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works Department, shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from CITY's receipt of the invoice.

- 7. **INSURANCE REQUIREMENTS.**

- a. **Proof of Insurance:** CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required under this Agreement. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance showing that CITY has been listed as an Additional Insured shall accompany the Certificate of Insurance. Said Certificate of Insurance shall also provide that any company issuing an insurance policy for the Work shall provide not less than thirty (30) days advance written notice to the City prior to cancellation, termination, or material change of any policy of insurance. In the event of non-payment of premium not less than (10) days advance notice in writing shall be required. Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.
- b. **Waiver of Subrogation.** The Contractor shall require their insurance carriers, with

respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and Subcontractors.

- c. Commercial General Liability Insurance: CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list CITY as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A- or higher. Other specific policy endorsements may be required depending on the type and scope of work to be performed.
- d. Business Automobile Liability: CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000.00 each accident for owned, non-owned and hired automobiles.
- e. Workers Compensation & Employer's Liability Insurance: CONTRACTOR shall maintain in force for the duration of the contracted period Florida Worker Compensation Insurance at statutory limits and Employer's Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit.
- f. All coverage for CONTRACTOR's subcontractors shall be subject to all the requirements stated herein. CONTRACTOR and subcontractors shall bear all costs and expenses associated with acquisition and maintenance of all policies required herein.

9. **TERMINATION.**

- a. CITY may terminate this Agreement, or any Work Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACTOR.
- b. CITY may terminate this Agreement upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.

- c. Notwithstanding the foregoing, CITY may immediately terminate this Agreement, without providing CONTRACTOR with notice of default or opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
- d. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to the CONTRACTOR but without an opportunity to cure, if CITY determines CONTRACTOR knowingly furnished any representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
- e. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts authority of CITY to conduct all or part of its function.
- f. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for services related to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.
- g. There shall be no termination charges for services not yet provided. CITY will be responsible for payment of authorized services already provided by CONTRACTOR but not yet invoiced, provided such services have been approved by the CITY. Upon payment of CONTRACTOR's claims, CITY shall be entitled to all work and materials paid for.
- h. Before assuming any payment obligation under this section, CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.
- i. There shall be no charges for termination of orders for services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could have reasonably avoided.

10. **FORCE MAJEURE.** Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), theft, war, riot, embargoes, military or usurped power or confiscation, terrorist activities, or an event for which a declaration of emergency is issued by legally empowered local, state, or federal governing authorities.
11. **INDEMNIFICATION.** 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 agents, employees, sub-Contractors, or other persons, for which injury or damaged results 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, demands, liabilities, penalties, forfeitures, suits, judgments and the associated costs and expenses (including attorney's fees) of every kind and nature, for the enforcement, defense, or appeals thereof arise from CONTRACTOR's performance of the Agreement or any breach or default thereof by CONTRACTOR.

12. **NON-DISCRIMINATION.** CONTRACTOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, 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.
13. **NONASSIGNMENT; SUBCONTRACTOR.** CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the consent of CITY. CITY may cancel this Agreement for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing and signed by the parties. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor to CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, subcontractor shall abide by all the terms and conditions contained in this Agreement. Any changes in previously approved subcontractors shall require prior written approval by CITY.

14. **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.
15. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating Page 3 of 8 that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such subcontractor affidavit for the duration of the Agreement. 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>. Vendor shall, upon request, provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.
16. **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.

17. **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.
18. **PUBLIC RECORDS LAW.** 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
 - g. Any and all-time records and cost data shall be maintained in accordance with generally accepted accounting principles.
 - h. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of federal and state regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
 - i. The CONTRACTOR shall maintain and allow access to the records for a period of five (5) 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.
19. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
20. **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.
21. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the CITY may have, or of future rights to enforce compliance.
22. **NOTICES.** All notices and demands shall be sent U.S. Certified Mail, return receipt to:

As to CONTRACTOR:

Ceres Environmental Services, Inc.
6371 Business Boulevard, Suite 100
Sarasota, FL 34240

As to CITY:

City of Kissimmee
City Attorney's Office
101 Church St., 5th Floor
Kissimmee, FL 34741

23. **ENTIRETY OF AGREEMENT.** This Agreement, including any attachments and exhibits referred to herein shall constitute the entire Agreement of the parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.
24. **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.
25. **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.
26. **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.
27. **ATTACHMENTS.** The Attachments listed hereto are incorporated by reference and will be binding on the parties. In the event of any inconsistency between the Attachments, the provision of this Agreement will govern and control.

Signature Page to Follow

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

CONTRACTOR

By: Tia Laurie

Title: Corporate Secretary

Date: June 23, 2025

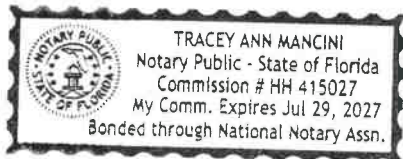
STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 23rd day of June, 2025, by Tia Laurie as Corporate Secretary of Ceres Environmental Services, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Tracey Mancini
Print Name: Tracey L. Mancini
My Commission Expires: July 29, 2027



CITY OF KISSIMMEE

By: _____
Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT "A"
SCOPE OF SERVICES- RFP 2025-006

A. GENERAL SCOPE.

The Contractor shall provide all expertise, personnel tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm generated debris. The term "eligible", as used herein, means qualifying for emergency funding under the standards promulgated by the FEMA. The term, "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods (hereinafter "white goods"), hazardous and industrial waste material.

Contracted services will be limited to the clearing of roadways and access routes, debris removal and demolition of structures when determined as necessary to:

- a. Eliminate immediate threats to life, public health, and safety;
- b. Eliminate immediate threats of significant damage to improved public or private property; and
- c. Ensure the economic recovery of the affected community for the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal of lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with federal requirements. Contract services will only be performed when requested and as designated by the City, by approved work authorization issued by the City. The contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City.

The City, at its sole discretion, reserves the right to assign work to various contractors. The City also reserves the right to approve all subcontractors hired by the contractor and/or, upon request, require the contractor to dismiss a subcontractor.

1. Emergency Push/Road Clearance:

The contractor shall accomplish the cutting, tossing and/or pushing of debris, leaning trees and removal of hanging limbs or hangers (hangers are defined as any branch or large limb(s) that have broken or split from the parent branch or tree and is 2" or greater at the point of break, creating an immediate threat to a public use area or Right-of-Way). Any limb(s) that are hanging over City transportation routes and City Right-Of-Way (ROW) and could be considered a hanger as defined above should be removed by this contractor as directed by the City. The initial emergency push will be completed within a maximum

of seventy (70) hours as mandated by FEMA. Upon completion of the first 70 hours, the reimbursement method changes to unit cost. Payments based on time and material costs are limited to work performed during the first 70 hours of actual work following a disaster event "Notice to Proceed".

2. Debris Removal from Public Right-of-Way (ROW)

As directed by the City, the Contractor shall load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with federal requirements applicable to the disaster event. The contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

3. Debris Clearance/Removal from Public Property

As directed by the City, the contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TDMS) or other disposal destination designated by the City. If necessary, the City will confirm the FEMA eligibility of the debris to be removed.

4. Demolition of Structures and Construction Debris Removal

As directed by the City, the contractor shall demolish unsafe structures and remove debris that has been determined by the City to be a threat to the health and safety of the public. The contractor will exercise due diligence in demolishing and/or removing debris from private property. The City will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

5. Private Property Waivers

The City will direct all actions to secure necessary permissions, waivers and ROE agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with federal requirements applicable to the disaster event.

6. Debris Separation/Reduction and Temporary Debris Management Site (TDMS)

Management

Contractor shall operate and manage the TDMS to accept and process all event debris. All actions will be implemented by the contractor only with prior approval of the City. Actions by the contractor will include, but are not limited to the following:

- a. Ensure that only debris authorized by the City's Public Works Director or his/her designated representative will be allowed into the TDMS sites;
- b. Provide the City with a video record of the pre and post use site conditions;
- c. Prepare a plan of proposed site layout and review with the City prior to its implementation;
- d. Prepare a plan for site security and traffic control for both on the site and adjacent roadways for review and approval by the City prior to its implementation;
- e. Provide adequate fire prevention/fighting equipment, including water truck and hoses, on-site throughout the operational period of the TDMS;
- f. Build and/or maintain roads as necessary for TDMS operation;
- g. Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the TDMS;
- h. Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms;
- i. Confine hours of operation of the TDMS to those determined by the City;
- j. Stage and process all debris in accordance with instructions from the City;
- k. Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction;
- l. Prior to reduction, segregate all debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste;
- m. Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDMS;
- n. Provide the City with proper and acceptable documentation (including destination, tickets, volume and/or weight) for final disposal of debris accepted at the TDMS;
- o. Upon the closure of the TDMS, restore the site to its Pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition; and
- p. As directed by the City, sod, hydro-seed or sprig the property once all other site

closure issues have been addressed.

7. Designation and Management of Staging Areas

Contractor shall identify staging areas in collaboration with the City for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. The contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and sub-contractor personnel. The City will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, who will insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

8. Management of Tree Debris

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The City shall direct the contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the City to be public safety hazards will be removed and disposed of by the contractor. The contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris.

9. Disaster Recovery Technical Assistance

The contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program (State of Florida plus FEMA), planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Contract Administrator.

B. STANDARDS OF PERFORMANCE

1. Contractor Representative and General Operations Plan

The contractor shall have a knowledgeable and responsible representative report to the Contract Administrator or designee and provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of this Agreement. The City will approve the General Operations Plan prior to its implementation with the City. The contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's

General Operations Plan. **The City may require a reasonable limit on the period of performance for the work to be done.**

2. Mobilization

Equipment for the emergency push shall be staged no more than a six (6) hour drive from the City of Kissimmee. When a notice to proceed in advance of an event has been received by the contractor, he/she will make all necessary arrangements to mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours and one hundred percent (100%) of the required resources with ninety-six (96) hours to commence and conduct these contracted services. The City may take such other actions as necessary to address the failure of the contractor to mobilize resources on the schedule required by the City.

3. Sub-Contracting

Contractor shall not assign, transfer, or sub-contract this contract, either in whole or in part, without prior written approval of the City of Kissimmee.

Contractor shall be responsible for ensuring that any and all subcontractors adhere to the City's Insurance requirements and furnish the required Insurance Certificates prior to commencement of any work on City property.

The subcontractor shall be fully responsible for the performance of his company and completion of all work as outlined in these specifications. The subcontractor shall employ sound practices and standard methods in the industry. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company name and all vehicles shall be likewise identifiable.

The subcontractor shall fully comply with all Federal, State and City laws and regulations concerning labor, work hours, labor conditions and wage rates. The subcontractor is also reminded that he must fully adhere to the Federal Occupation Safety and Health Act. (OSHA) Contractor shall submit a detailed description to the City of work performed by an approved subcontractor.

Contractor shall submit proof of payment to the City of all work performed by an approved subcontractor.

4. Self-Sufficiency of Contractor and Subcontractors

The contractor shall ensure that its workforce, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community.

12. Damages by Contractor

The contractor shall be responsible for conducting all operations, whether contemplated by this Agreement or later request as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. The contractor must report such damage to the Contract Administrator in writing within twenty-four (24) hours. Should any property be damaged due to the negligence on the part of the contractor, the City may either bill contractor for the damages, withhold funds due to the contractor, or the contractor may also repair all damage to the satisfaction of the City within thirty (30) days. The determination of whether the "negligence" has occurred shall be made by the City.

13. Contractor's Duty Regarding Other Contractor(s)

The contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

14. Contractor's Ownership of Debris

All debris, once collected by the contractor, shall become the property of the contractor or the City may exercise ownership of flow control for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

15. Contractor's Disposal of Debris

Unless otherwise directed by the City, the contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the City. The locations of the TDMS and final disposal sites shall be determined by the City and utilized by the contractor. Separate unit prices for delivery and disposal of debris to TDMS and final disposal may be allowed by the City. Upon request from the contractor, other sites may be utilized as directed and/or approved by the City.

GENERAL TERMS AND CONDITIONS

1. Multiple, Scheduled Passes

The contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The contractor will document the completion of all passes based on the direction from

the City and will provide this documentation to the City.

2. Clean As You Go Policy

The contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations.

3. Operation of Equipment

The contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the contractor will ensure that a Right Of Entry (ROE) Agreement has been obtained prior to property entry.

4. Security of Debris During Hauling

The contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with Florida Department of Transportation (FDOT) guidelines. As required, the contractor will survey the primary routes used by the contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

5. Traffic Control

The contractor shall mitigate impact on local traffic conditions to the greatest extent possible. The contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the U.S. Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). The contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

6. M.O.T. Requirements

The successful bidder and all personnel performing maintenance of traffic (M.O.T.) activities shall possess valid and verifiable certificates of training per the most current State of Florida standards and regulations. These requirements include but are not limited to the definition of different types of training that may be offered, i.e., Maintenance of Traffic

Intermediate, Flagging Traffic, Placement of Work Zone Traffic Control Devices, etc. A copy of the certification document (s) must be submitted with their bid submittal.

When working in traffic arterial medians, personnel are required to wear safety vests. Proper safety signage, such as "Workers Ahead", cones, flagmen or other warning devices should be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation's Manual on Uniform Traffic Control Devices (MUTC) and Safe Practices. OSHA standards shall be utilized where applicable.

7. Work Days/Hours

Work Days and/or work hours shall be directed by the City following consultation and notification to the contractor. Working hours on holidays shall be at the discretion and approval by the City.

8. Hazardous and Industrial Wastes

Upon the pre-authorization of the City, the contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and federal requirements and will be approved by the City. In accord with this plan, the contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the City.

9. Work Safety

The contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The contractor will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. The contractor shall ensure that its subcontracts contain an equivalent safety provision.

10. Inspection of Contractor Operations

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

11. Corrective Actions Required of Contractor

When instructed by the City's representative, the prime contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the City in its sole discretion. The prime contractor will notify the City in writing with corrective actions within twenty-four hours of notification.

12. Ineligible Work

The contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or federal reimbursement.

a. Eligibility Inspections

The City's monitors shall inspect each load, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

b. Eligibility Determinations

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and the contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

13. Other Agencies

The term "government" as used in this Agreement refers to those governmental agencies which may have a regulatory or funding interest in this agreement.

REPORTS, CERTIFICATIONS AND DOCUMENTATION

1. Reports

The contractor shall submit periodic, written reports in a format required by the City documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

a. Daily Reports

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. The contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to *completely* describe the daily conduct of the contractor's operations within twenty-four (24) hours.

b. Weekly Summaries

A summary of all information contained in the daily reports as described above, within two (2) days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include: Collection Contractor, load ticket number, load date, load location, truck certification number, truck yardage, percent full, calculated yardage (or weight, if applicable), field monitor name/number, TDMS location, tower monitor/name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

c. Report Delivery

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the City, in consultation with the contractor.

d. Data Reconciliation

Reconciliation of data will be accomplished weekly between the contractor and the City's representative. All discrepancies will be resolved within five (5) days. If contractor does not comply, a one percent penalty will be applied to the un-reconciled amount.

e. Final Project Closeout

Upon final inspection and/or closeout of the project by the City, the contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not be limited to the total volume collected from roadways, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts hauled directly to final disposal site of the debris managed by the contractor, plus the total cost of the project invoiced to the City. The contractor shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the contractor have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or government. Final project reconciliation

must be approved by the City.

2. Certifications

The contractor will adhere to the process for certification of personnel and vehicles established by the City's Public Works Debris Management and FEMA if not equal, to include the following:

a. Certification of Vehicles and Load Capacity

Contractor shall ensure that all equipment is certified in accordance with the most current City/County procedures. After the disaster, the City, or the designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the contractor.

All contractor and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid drivers' licenses.

Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two (2) placards, one (1) each of which shall be affixed on opposite sides of the truck body. The placards will be consistent with the standardized placard specified in the City's Debris Management Plan. The truck driver will be provided up to two (2) copies of the certification sheet for the contractor and subcontractor's records.

b. Certification of Personnel

The contractor will certify to the City that all contractor and subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the City, the contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all contractor and subcontractor personnel, to include but not be limited to the following:

- Senior management personnel of the contractor assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of Osceola County and/or the City.
- Senior supervisory personnel of the contractor and all subcontractors thereto will have received training in debris management, the operational concepts established by the City's Debris Management Plan, and the implementation of the National Incident Management System.
- Personnel assigned by the contractor as responsible for data management,

invoicing and other documentation duties will be trained in the Data Management concepts and approaches to be used by the City, in accord with provisions of the City's Debris Management Plan.

- Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, state and federal statute and regulations.
- Upon their deployment for field operations, all contractor and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

3. Utilization of a Standardized "Load Ticket"

The contractor and all subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the TDMS and/or final disposal location, as indicated. The "load ticket" utilized will be identical to and/or fully consistent with that defined in the City's Debris Management Plan and in Attachment B to this agreement.

4. Additional Supporting Documentation

The contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by the contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

5. Report Maintenance

Contractor will be subject to audit by federal, state and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and agreement correspondence for a period of not less than three (3) years.

DATA MANAGEMENT AND DOCUMENTATION. The Consultant shall ensure all necessary documentation is provided as follows:

1. Ensure all eligible debris removal operations activities are documented and tracked specific to the FHWA Emergency Relief "ER" Program, the FEMA Public Assistance "PA" program or other applicable Federal state or local agencies.
2. Documentation of the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.

3. Completion of truck certifications, equipment certifications, and establishment of a QA/QC program throughout the life of the project.
4. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program FHWA-ER or FEMA PA, and/or other federal, state or local programs as outlined in accordance with the Debris Management Plan.
5. Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal which includes photos, GPS coordinates street identifier, and/or other information as available and applicable.
6. Environmental authorizations and/or permits, as applicable.
7. Daily electronic spreadsheet summaries of cubic yards/tons collected by Federal program. The daily summary shall be communicated to the Debris Manager or designee.
8. Production in electronic format (scanned) and paper copies of all documentation for submittal to Federal and/or State agencies.
9. Provide certified weight master is necessary.
10. Assist in creating field maps using Geographic Information Systems (GIS), as well as track and present contractor progress in GIS.
11. Organize, maintain, and provide the City's electronic copies of documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the City upon completion of the project.

EXHIBIT "B"
RFP 2025- 006 and CONTRACTOR'S PROPOSAL

Page 222 of 1098



April 29, 2025

City of Kissimmee
Attn: Purchasing Division, Finance Department
101 Church Street, 4th Floor
Kissimmee, FL 34741

RE: **RFP2025-006 Emergency Response and Recovery Services**
Due: May 01, 2025, at 2:00 PM ET

Dear Evaluation Committee:

We are pleased to submit the enclosed proposal for the **City of Kissimmee RFP2025-006 Emergency Response and Recovery Services**. Ceres Environmental Services, Inc. is a national leader in disaster recovery and a government contracting firm capable of providing personnel, equipment, and resources to respond to any disaster event rapidly and efficiently. Our services include debris removal and separation, demolition and hazardous material management, debris reduction and site management, hazard tree, limb and stump removal, and the collection/generation of FEMA-required project documentation.

In Florida, Ceres has loaded, hauled, managed, reduced, and disposed of over **16,000,000 cubic yards of debris across 81 client activations since 2016**. This along with being a Florida-based corporation has helped Ceres build trusted relationships with Florida Division of Emergency Management, Florida Department of Environmental Protection, and Florida Department of Transportation to provide disaster guidance and quickly permit debris sites.

Within the past ten years, Ceres has responded to multiple large-scale events across the U.S. each year with tens of contracts performed simultaneously. The quick bullets highlight Ceres extensive experience and unique capabilities for Kissimmee.

- Across the U.S., Ceres has hauled, reduced, and disposed of **over 56,000,000 cubic yards of debris**.
- Ceres has managed over **60,000 Right-of-Entries**.
- Ceres maintains **\$2 Billion** in bonding capacity. Bonding capacity is indicative of financial health.
- Ceres has a demonstrated ability to maintain account receivables of more than **\$188.8 Million** without any work stoppages.
- Ceres owns the largest fleet of equipment in the industry – **2,019 pieces of equipment**.
- Ceres owns the largest internal reduction capacity in the industry – **over 120,000 CYs per day** with 17 grinders and 10 air curtain incinerators.
- Ceres has **61 full-time disaster response field management employees** with specific experience in project management, quality control, and safety practices enforcement. The 16 most senior of our disaster response management team have a **combined 344 years of experience**.
- Ceres received an **"Exceptional"** rating from the U.S. Army Corps of Engineers for projects resulting from Hurricane Michael in SW Georgia, Hurricane Irma/Maria in the U.S.V.I., and Hurricane Katrina in Louisiana.
- During the U.S. Army Corps of Engineers Southwest Georgia Debris Mission following Hurricane Michael, Ceres averaged 769,000 cubic yards of debris for the first 3 weeks of the project with a peak hauling capacity of **140,000 cubic yards in a single day**. This project was performed simultaneously with 4 other projects. When these 4 projects are included, Ceres peak hauling capacity was over **200,000 cubic yards per day**.

Ceres' Disaster Recovery Division in Sarasota, FL provides an excellent location from which to manage our post-disaster work in Kissimmee. If an event affects our Sarasota office, Ceres maintains other offices in LA, TX, MN, and CA providing us great continuity of operations to quickly step in and assume responsibility for disaster response.

David McIntyre, President, (david.mcintyre@ceresenv.com); John Ulschmid, Senior Vice President, (john.ulschmid@ceresenv.com); and Tia Laurie, Corporate Secretary, (contact@ceresenv.com) are authorized to make representations for Ceres. They can all be reached on our toll-free number (800) 218-4424. Tia Laurie is the primary contact for the City. The corporate address is 6731 Business Boulevard Suite 100, Sarasota, FL 34240.

Ceres is committed to perform the work as described in the RFP and we look forward to the opportunity to be your supplier of disaster debris management services.

Sincerely,

Tia Laurie
Corporate Secretary
Ceres Environmental Services, Inc.

EXHIBIT "C"
PRICE PROPOSAL

10/1/2017

Contract Bid Sheet

N/BID: RFP2025-006 Emergency Response & Recovery Services

Ceres Environmental Services, Inc.

Field Name and Description Attachment "A" (All Final Disposal Sites are Approved by the City Prior to Final Disposal)	Cost Per Unit	Estimated Total Units	Total Cost
Collect & Haul			
0-15 miles: Veg from ROW to DMS	\$9.81	1	\$9.81
15.01-30 miles: Veg from ROW to DMS	\$9.87	1	\$9.87
30.01-60 miles: Veg from ROW to DMS	\$9.92	1	\$9.92
Greater than 60 miles: Veg from ROW to DMS	\$9.98	1	\$9.98
Single price - Veg from ROW to DMS	\$9.87	1	\$9.87
Management and Reduction			
Grinding/Chipping vegetative debris	\$2.98	1	\$2.98
Air curtain burning vegetative debris	\$1.98	1	\$1.98
Open burning vegetative debris	\$1.68	1	\$1.68
Compacting vegetative debris	\$1.28	1	\$1.28
Preparation, Management & Segregating debris at Management Site (DMS)	\$2.48	1	\$2.48
C & D Collect and Haul			
0-15 Miles: C&D collect and removal	\$9.81	1	\$9.81
15.01-30 Miles: C&D collect and removal	\$9.87	1	\$9.87
30.01-60 Miles: C&D collect and removal	\$9.92	1	\$9.92
Greater than 60 Miles: C&D collect and removal	\$9.98	1	\$9.98
Final Disposal			
0-15 Miles: DMS to final disposal site	\$3.89	1	\$3.89
15.01-30 Miles: DMS to final disposal site	\$3.94	1	\$3.94
30.01-60 Miles: DMS to final disposal site	\$3.96	1	\$3.96
Greater than 60 Miles: DMS to final disposal site	\$3.98	1	\$3.98
Single Price - DMS to final disposal site	\$3.95	1	\$3.95
Tipping Fees (pass through cost with-out markup) (Vegetative)	PassThru	1	PassThru
Tipping Fees (pass through cost with-out markup) (Mixed)	PassThru	1	PassThru
Tipping Fees (C & D) - fee includes negotiated contract price or pass through amount for C & D	PassThru	1	PassThru
Tree Operations			
6" to less than 13": Hazardous Tree	\$25.00	1	\$25.00
13" to less than 25": Hazardous Tree	\$195.00	1	\$195.00
25" to less than 37": Hazardous Tree	\$225.00	1	\$225.00
37" to less than 48": Hazardous Tree	\$250.00	1	\$250.00
48" diameter and greater: Hazardous Tree	\$400.00	1	\$400.00
Hazardous limbs or hangers removal to be paid on per tree basis	\$140.00	1	\$140.00
Greater than 24" to less than 49" diameter: Hazardous stump removal	\$400.00	1	\$400.00
49" and greater diameter: Hazardous stump removal	\$500.00	1	\$500.00
Stump Fill Dirt (Fill stump holes after removal)	\$30.00	1	\$30.00

Specialty Removal			
Waterway Debris Removal (Canals, Rivers, Creeks, Streams & Ditches)	\$69.00	1	\$69.00
Sand Collection and Screening	\$29.00	1	\$29.00
Vehicle Removal	\$75.00	1	\$75.00
Vessel Removal (Land)	\$35.00	1	\$35.00
Vessel Removal (Marine)	\$70.00	1	\$70.00
Carcass Removal	\$0.50	1	\$0.50
ROW White Goods Removal	\$60.00	1	\$60.00
Freon Management	\$35.00	1	\$35.00
Demolition of Private Structure	\$16.98	1	\$16.98
Electronic Waste	\$19.00	1	\$19.00
Silt Removal	\$24.00	1	\$24.00
Putrescent Removal	\$19.00	1	\$19.00
Bio waste	\$9.98	1	\$9.98
Household Hazardous Waste (HHW) removal and disposal	\$6.98	1	\$6.98
Restoration			
Lake Restoration (Berm Construction)	\$24.50	1	\$24.50
Canal Shoreline Restoration	\$29.98	1	\$29.98
Sr. Technician/Field Supervisor	\$55.00	1	\$55.00
Clerical Staff	\$52.00	1	\$52.00
Clerical Supervisor	\$55.00	1	\$55.00
*****Vendor Acknowledged the Addendum*****	YES		
Definitions:			
*VEG=Vegetation			
*ROW=Right-Of-Way			
*DMS=Debris Management Site			
*Hangers= Any branch or large limb(s) that have broken or split from the parent branch or tree and is 2" or greater at the point of break, creating an immediate threat to a public use area or Right-of-Way.			

ITEM 7.D

Authorization to submit an application for the FY2024 Justice Assistance Grant (JAGC) Program

Request

Approval to apply for the Fiscal Year 2024 Justice Grant (Grant#JAGC26) Program

Explanation

The Osceola County Board of County Commissioners has received notification from the Florida Department of Law Enforcement (FDLE) of the Justice Assistance Grant (JAGC) allocated from the federal fiscal year 2024. The total amount of JAGC funding made available to Osceola County is \$97,554 and is made available by the U.S. Department of Justice (USDOJ). This grant funding is intended to assist state, local, and tribal efforts to prevent or reduce crime and violence.

Once the project is determined, it will be submitted to the County and evaluated by the Substance Abuse and Police Advisory Board for review and ranking. The final committee recommendations will come back before the City Commission for support of the countywide grant submission.

Recommendation

Approval to apply for the Justice Assistance Grant (JAGC) allocated for fiscal year 2024.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. JAGC Grant invite



Florida Department of Law Enforcement Office of Criminal Justice Grants

Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 617-1250 CJgrants@fdle.state.fl.us

Federal Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program JAG-Countywide (JAGC) Solicitation

SUBMISSION DEADLINE: 11:59 PM EST on Friday, August 29, 2025

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) is seeking applications for the state's Edward Byrne Memorial Justice Assistance Grant Countywide (JAGC) Program. This program focuses on helping state and local agencies improve the criminal justice system.

Eligibility

Eligible applicants are limited to units of local government. A unit of local government is defined as a city, county, town, township, borough, parish, village, or other general-purpose political subdivision of the state, including Native American Tribes who perform law enforcement functions as determined by the Secretary of the Interior.

The allocations by county for Florida's FY 2024 JAGC program can be found in Appendix C.

Contact Information

The Office of Criminal Justice Grants (OCJG) main line is (850) 617-1250. For questions regarding this solicitation, ask to speak with the [grant manager for your jurisdiction](#). For technical assistance with the AmpliFund system or for issues creating and submitting an application in AmpliFund, visit the [AmpliFund Support Site](#) or submit your question directly to AmpliFund Customer Success by emailing support@AmpliFund.zendesk.com.

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Program Description

The Florida Department of Law Enforcement (FDLE) received an award from the United States Department of Justice (USDOJ) for the Edward Byrne Memorial Justice Assistance Grant (JAG). FDLE will distribute \$6,403,156 in JAG-Countywide (JAGC) local share funds in accordance with the JAGC distribution provisions of Chapter 11D-9, Florida Administrative Code. This Notice of Funding Opportunity seeks subrecipient applications for activities as they relate to criminal justice.

Please note this program solicitation contains information provided by the USDOJ regarding specific areas of national focus and the priorities to help maximize the effectiveness of Byrne/JAG funding. Applicants are strongly encouraged to consider these federal priorities when developing their applications.

Length of Award and Distribution of Funds

JAG-Countywide awards will be approved for a six (6) to eighteen (18) month project period between October 1, 2024, and September 30, 2026.

Grant funds are distributed on a cost reimbursement basis, with the ability to advance, for satisfactory performance of eligible activities. Payment requests can be submitted on a monthly or quarterly basis and should include total expenditures for the reporting period. Reimbursements will be processed in conjunction with the receipt and review of programmatic performance reports to determine successful completion of minimum performance deliverables as specified in the agreement.

Local Planning and Approval Process

For JAG-Countywide each county is allocated a portion of the state's federal award for use by local units of governments within the jurisdiction. FDLE determines each county's allocation through a funding algorithm based on population and crime statistics. The county is then required to complete a local planning process to determine how the allocation will be distributed.

Chapter 11D-9, Florida Administrative Code, requires the unit of government in each county to reach consensus concerning the expenditure of JAG funds allocated to the jurisdiction. Consensus includes agreeing upon the projects to be implemented and the agency or agencies responsible for implementation through the 51% process. Each county must document the consensus by submitting letters from at least 51% of the units of government in the county, representing a minimum of 51% of the county's population.

Coordination is vital to meeting this program requirement, and FDLE requests that the county board of commissioners serve as the coordinating unit for all local governments within the county. The Chairman of the Board of County Commissioners is requested to return a Certificate of Participation indicating the county's willingness to serve, and designating a primary point of contact (e.g. County Coordinator) for coordination efforts. In the event the county declines to serve in this capacity, FDLE will request the governing body of each municipality within the county, in descending order of population, serve as the coordinating unit of government.

Program Strategy and Purposes

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice in any one or more of the following purpose areas:

1. Law enforcement programs;
2. Prosecution and court programs;
3. Prevention and education programs;
4. Corrections and community corrections programs;
5. Drug treatment and enforcement programs;

6. Planning, evaluation, and technology improvement programs;
7. Crime victim and witness programs (other than compensation);
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veteran courts; and extreme risk protection order programs.

Additionally, JAG funds awarded under this solicitation may be used for purposes identified in BJA's [allowable programs reference guide](#).

Federal Priority Areas for Funding

BJA issues funding priorities in conjunction with JAG program guidance to ensure recipients and subrecipients are aware of areas of national focus and priority, and maximize the effective use of JAG funds. As a result, Florida passes-through these priority areas to subgrantees in the JAG-Countywide solicitation. The federal JAG funding priorities for FY24 awards and subawards are as follows:

Prevention and Prosecution of Hate Crimes

Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims based on their perceived or actual race, color, ethnicity, religion, national origin, sexual orientation, gender, gender identity, or disability. Hate crimes have a devastating effect beyond the harm inflicted on any one victim. They reverberate through families, communities, and the entire nation as others fear that they too may be threatened, attacked, or forced from their homes because of what they look like, who they are, where they worship, who they love, or whether they have a disability. As with most other crimes, hate crimes in the United States are primarily investigated under state law and prosecuted by local, state, and tribal authorities. However, reluctance from victims and witnesses to contact law enforcement about hate crime incidents may arise from perceptions of bias, distrust of law enforcement or the criminal justice system, or barriers such as language and concerns about immigration status. Hate crimes are chronically underreported to and under-identified by law enforcement. Tools such as the U.S. Bureau of Justice Statistics' [National Crime Victimization Survey](#) (NCVS) and the Federal Bureau of Investigation's (FBI's) [Uniform Crime Reporting](#) (UCR) program and [Crime Data Explorer](#) (CDE) shed some light on trends among those hate crimes reported to law enforcement or through NCVS. Although hate crimes are often underreported, in recent years, there have been alarming spikes in hate crimes and threats of violence across the country, often fueled by online hate forums. In 2022, the most recently published data, hate crimes were at their highest recorded levels as reported to the FBI UCR program. In addition to those incidents reported through the UCR program, in 2023, jurisdictions from across the country reported increases in threats and attacks motivated by antisemitism or Islamophobia, target certain educational institutions such as Historically Black Colleges and Universities, or target individuals on the basis of their gender identity or sexual orientation.

During a [November 2023 United Against Hate Virtual Forum](#), Attorney General Merrick Garland addressed the recent spike in hate crimes and reemphasized, "Combating hate-fueled violence remains central to the Justice Department's mission." A critical part of that mission is equipping state, local, and tribal justice agencies with the tools and resources to address hate crimes. [Research from the National Institute of Justice](#) (NIJ) indicates that despite the known underreporting of hate crimes, many state and local law enforcement agencies do not have adequate tools to identify, investigate, and respond to hate crimes, and only 23 percent of law enforcement agencies that responded to the survey reported any hate crime investigations in 2018.

BJA encourages JAG recipients to utilize funding to promote change and accountability by supporting state, local, and tribal efforts to prevent hate crimes, build trust with communities to encourage reporting of hate-related criminal offenses and incidents, and promote efforts to fully investigate and prosecute hate crimes when they do occur. This includes ensuring those agencies that have not yet transitioned to the National Incident Based Reporting System (NIBRS) do so expeditiously to ensure that national hate crime statistics are as accurate as possible. More information on BJA's portfolio addressing hate crimes, including the [Emmett](#)

Till Cold Case Investigations and Matthew Shepard and James Byrd, Jr. Hate Crimes Programs, can be found at: Hate Crime | Bureau of Justice Assistance.

Election Security

In 2021, the Department launched a law enforcement task force to address the rise in threats against election workers, administrators, officials, and others associated with the electoral process. For more information regarding the Department's efforts to combat threats against election workers, read the Deputy Attorney General's memo. The task force, announced by Attorney General Merrick B. Garland and launched by Deputy Attorney General Lisa O. Monaco in June 2021, has led the Department's efforts to address threats of violence against election workers and to ensure that all election workers—whether elected, appointed, or volunteer—are able to do their jobs free from threats and intimidation. The task force engages with election-related stakeholders and state and local law enforcement to assess allegations and reports of threats against election workers, and it has investigated and prosecuted these matters where appropriate in partnership with FBI Field Offices and U.S. Attorneys' Offices throughout the country.

On January 9, 2024, the Department provided updated information pertaining to its efforts to "ensure that all qualified voters have the opportunity to cast their ballots and have their votes counted free of discrimination, intimidation, or criminal activity in the election process, and to ensure that our elections are secure and free from foreign malign influence and interference."

The broad criminal justice purposes supported by the JAG Program permit JAG funds to be used to deter, detect, and protect against threats of violence against election workers, administrators, officials, and others associated with the electoral process. BJA encourages state and local JAG applicants to utilize JAG funding to prevent and respond to violent threats of this kind.

Enhancing Justice System Reform Strategies

The justice system serves an important role in protecting communities and seeking justice for victims. For the justice system to serve that role effectively, it must be fair, open, and equitable; utilize evidence-based approaches; and promote restorative practices and rehabilitation. For far too long, however, the justice system has not lived up to its promise. Racial disparities and other inequities, as well as overly harsh sentences, have driven up incarceration rates, which can create mistrust in the justice system and divert resources away from other urgent community needs. To build strong, safe, and healthy communities, it is critical to address the underlying, entrenched issues of inequity and disparity in the criminal justice system so that all persons receive equal treatment under the law. Jurisdictions should carefully review the ways in which the structures and incentives within their own systems are driving correctional populations and racial disparities and realign operations and target resources toward community solutions.

On May 25, 2023, the Department released a series of 10 new reports and guidance documents as part of its ongoing efforts to implement Executive Order 14704 on Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety. The announcement included commitments to update guidance prohibiting racial profiling by federal law enforcement agencies; develop methods to promote accreditation standards to encourage adoption of policies in the Executive Order by state, tribal, local, and territorial (STLT) law enforcement agencies; release a report on the Department's efforts to implement the First Step Act; and issue guidance on officer wellness, investigating in-custody deaths, and responses to individuals in crisis, among others.

The Office of Justice Programs is committed to advancing bold, effective justice reform solutions that deliver safety, equity, and justice for all. Justice system reform includes, but is not limited to, a wide range of investments in community safety and justice such as accountability of law enforcement to build and enhance community trust, alternatives to incarceration, ensuring the right to continuous and effective defense counsel, community supervision reforms, supporting mental health and substance use treatment services, supporting community-driven programs and partnerships, and improving pretrial processes. Efforts to continue to address the backlog of court cases that grew dramatically during the pandemic would fall in this category. BJA also encourages state court leaders to access no-cost training and technical assistance (TTA) to support strategic planning; assessment of needs and strategies and new approaches to address rights protected under the sixth amendment to the U.S. Constitution, such as speedy trial, fair and impartial juries, the right to call and cross-examine witnesses; and the right to counsel. Visit <https://www.strengthenthesixth.org/> for more information.

Finally, BJA has launched a [Justice Reinvestment Initiative \(JRI\) website](#) that provides detailed information, including state snapshots, on how state leaders can work with experts to conduct agency-spanning data analysis; develop and implement data-driven, tailored solutions to address complicated criminal justice challenges; and maximize resources to achieve stronger and safer communities. BJA encourages JAG recipients to utilize funding for projects that promote all aspects of justice system reform.

Violent Crime Reduction

In May 2021, the Department launched a [comprehensive violent crime reduction strategy](#) to protect American communities from violent crimes, including gun violence.

On December 11, 2023, Attorney General Merrick B. Garland [announced](#) the release of the [Department's Violent Crime Reduction Roadmap](#), a one-stop shop of federal resources to assist local jurisdictions in developing, implementing, and evaluating strategies to prevent, intervene in, and respond to violent crime. The Roadmap helps connect jurisdictions with the information and resources they need to meet the complex and evolving challenges to help reduce violent crime.

Additionally, on April 3, 2024, Attorney General Garland [delivered remarks](#) at a convening of grantees under OJP's [Community Based Violence Intervention and Prevention Initiative](#). He emphasized that the Department's approach to disrupting violent crime is "centered on our partnerships—both with the communities harmed by violent crime and with the law enforcement agencies that protect those communities. Our department-wide anti-violent crime strategy leverages the resources of our federal prosecutors, agents, investigators, grant programs, and criminal justice experts towards those ends. We are working closely with local and state law enforcement agencies, with officials across government, and with the communities most affected by this violence, and with the community organizations on the front lines—all toward one goal: the goal of making our communities safer."

BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys Project Safe Neighborhoods grantees and community violence intervention strategies in order to leverage funding for crime and violence reduction projects and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security; and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns to commit a crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see, e.g., [18 U.S.C. § 922\(g\)](#)) are prevented from doing so by ensuring complete, accurate, and timely access to the [FBI's National Instant Criminal Background Check System \(NICS\)](#) and the timely submission of all necessary records into the FBI databases, which will help prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law. BJA also encourages JAG grantees to invest in implementing programs that provide training, assistance, and resources to law enforcement agencies to mitigate the current crisis in law enforcement recruitment and retention; enhance community policing approaches; bolster the security of at-risk places of worship such as synagogues, churches, and mosques; provide security for election workers; enforce commonsense gun laws; and upgrade systems and/or purchase technology that support agency strategies to reduce violent crime and enhance their capacity to better address crime.

Additional Uses of JAG Funds

JAG funds awarded to a state under this FY 2024 solicitation may be used to:

- Support reentry projects with the goal of improving outcomes for incarcerated individuals returning to the community from prison or jail.
- Support public defense systems, including the hiring and retention of attorneys.
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.

- Purchase drug-detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain a law enforcement workforce that reflects the community it serves.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without inflicting pain.
- Purchase gunfire detection technology.
- Support implementation of Rapid DNA at the booking station to include assisting with the initial costs associated with updating criminal history systems, integration with booking station systems, and purchasing new technologies associated with Rapid DNA at the booking station (Note: JAG funds may not be used for Rapid DNA testing of evidentiary material—see the *DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database* section for more information on the topic).
- Purchase an Electronic Tracing System (eTrace).
- Purchase a NIBIN Enforcement Support System (NESS).

Additionally, JAG funds awarded under this FY 2024 solicitation may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used \(ojp.gov\)](#).

State-wide Funding Priorities

In order to comply with the statewide strategic planning requirements outlined in Section 502 of the Omnibus Crime Control and Safe Streets Act, FDLE conducted a survey in 2019 to gauge statewide priorities within each program area for funding.

Subrecipients are strongly encouraged to fund projects addressing at least one of the priorities outlined below. If the subrecipient wishes to fund a project that does not address one of the identified funding priorities, a written justification will need to be submitted to OCJG along with the application.

Law Enforcement

- Equipment
- Training
- Traffic Enforcement
- Community Policing & Engagement

Prevention and Education

- Anti-drug Programs
- School Violence Prevention
- Domestic Violence Prevention
- Pharmaceutical & Substance Abuse

Drug Treatment and Enforcement

- Surveillance Equipment
- Drug Enforcement – Single Jurisdiction
- Multi-Jurisdictional Task Forces & Pharmaceutical Enforcement Partnerships
- First responders, Crisis Response, Stabilization, Antagonists/Detox

Prosecution & Courts

- Pre-trial Diversion
- Recidivism
- Training
- Property & White-Collar Crime

Corrections and Community Corrections

- Behavioral Health Services
- Workforce
- Recidivism
- Diversion

Planning, Evaluation & Technology

- Technology Upgrades
- Crime Statistics Reporting
- Investigative & Surveillance Technology
- Grant Management

Crime Victim & Witness

- Behavioral Health Services
- Advocacy Services
- Counseling & Clinical Services
- Children Exposed to Violence, Abuse, & Neglect

Mental Health

- Crisis Intervention Team Training & Support
- Evaluation/Assessments
- Suicide Risk Assessment, Response & Protocols
- Outpatient/Community Based Behavioral Health Programs

FDLE's Byrne/JAG strategic plan is available for review at:

http://www.fdle.state.fl.us/FDLE-Grants/OCJG-Documents/JAG-Strategic-Plan/2019_JAG-Strategic-Plan_FINAL.aspx

Eligibility Requirements

Applicants for JAG subawards must comply with all terms and conditions of the federal award and subaward, including those incorporated by reference. This section identifies specific program requirements that must be met as a condition of eligibility to receive federal funds under this program.

Each applicant must be able to document compliance with the following requirements:

8 U.S.C §1373 Communication Between Governments and the Immigration and Naturalization Service

8 U.S.C §1644 Communication Between State and Local Government Agencies and Immigration and Naturalization Service

2 C.F.R. § 200.318-327 Federal Procurement Standards

2 C.F.R Part 200.300-309 Standards for Financial and Program Management

2 C.F.R. Part 25 Universal Identifier and System for Award Management (SAM) Requirements

28 C.F.R. Part 42 Nondiscrimination; Equal Employment Opportunity; Policies and Procedures

SAM Registration

To apply for JAG funds, an organization and its users must be registered in AmpliFund and the organization must be registered with the U.S. Federal Government's System for Award Management (SAM) (2 C.F.R. Part 25).

To create or update your organization's annual SAM registration, go to SAM.gov. The process can take up to 10 business days.

E-Verify

In accordance with Section 448.095, Florida Statutes, all Recipients of this funding must be registered in E-Verify and utilize the system to verify the work authorization status of all employees hired on or after January 1, 2022. The Office of Criminal Justice Grants is not able to enter into any contractual agreement with a noncompliant organization.

Compliance with Applicable Federal Laws

At the time of application, potential subrecipients are required to certify compliance with all applicable federal laws. All applicants should understand that if the DOJ Office of Justice Programs receives information indicating an applicant may be in violation of any applicable federal law, the applicant may be referred to the DOJ Office of Inspector General (OIG) for investigation. If the applicant is found to be in violation of an applicable federal law by the OIG, the applicant may be subject to criminal and civil penalties, in addition to relevant OJP programmatic penalties, including suspension or termination of funds, inclusion on the high-risk list, repayment of expended funds, and/or suspension and debarment.

Civil Rights Requirements

Federal laws prohibit subrecipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subrecipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination

requirements, which are summarized below:

- **Title VI of the Civil Rights Act (Title VI) of 1964**, as amended, 42 U.S.C. § 2000d, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpts. C & D (prohibiting discrimination in federally assisted programs based on race, color, and national origin in the delivery of services or benefits).
- **Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968**, as amended, 34 U.S.C. §§ 10228(c) & 10221(a), and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. D (prohibiting discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, and religion) & E (requiring certain DOJ-funded programs subject to the administrative provisions of the statute to prepare, maintain, and submit an Equal Employment Opportunity Plan (EEOP) that complies with 28 CFR 42.304).
- **Section 504 of the Rehabilitation Act (Section 504) of 1973**, as amended, 29 U.S.C. § 794, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpt. G (prohibiting discrimination in federally assisted programs based on disability both in employment and in the delivery of services or benefits).
- **Title IX of the Education Amendments (Title IX) of 1972**, as amended, 20 U.S.C. § 1681, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpt. D & pt. 54 (prohibiting discrimination in federally assisted education programs based on sex both in employment and in the delivery of services or benefits).
- **Title II of the Americans with Disabilities Act of 1990**, as amended, 42 U.S.C. § 12132, and the implementing regulation at 28 C.F.R. § 35.171(a)(1)(i), (3)(i) (prohibiting discrimination based on disability both in employment and in the delivery of services or benefits).
- **Age Discrimination Act (Age Act) of 1975**, as amended, 42 U.S.C. § 6102, and the DOJ implementing regulation, 28 C.F.R. pt. 42, subpt. I (prohibiting discrimination in federally assisted programs based on age in the delivery of services or benefits).
- **Juvenile Justice and Delinquency Prevention Act (JJDPA) of 1974**, as amended, 34 U.S.C. § 11182(b), and the DOJ implementing regulations, 28 C.F.R. §§ 31.202, .403 & pt.42, subpart. D (prohibiting discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, and religion)
- **Victims of Crime Act (VOCA) of 1984**, as amended, 34 U.S.C. § 20110(e) and the regulation implementing the Victim of Crime Act Victim Assistance Program, 28 C.F.R. § 94.114 (prohibiting discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, religion, and disability).
- **Executive Order 13559**, amending Executive Order 13279, and the DOJ implementing regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38 prohibiting discrimination based on religion in the delivery of services in federally assisted programs and associated outreach activities, and prohibiting the use of federal financial assistance on explicitly religious activities. Agencies must comply with all other applicable requirements of 28 C.F.R. pt. 38, including the provision of written notice of civil rights protections to current or prospective program beneficiaries.
- **Equal Employment Opportunity Program (EEOP)**: Recipients of federal funds are required to comply with applicable provisions of 28 CFR Part 42. Agencies receiving DOJ financial assistance must prepare a Verification Form within 120 days from the initial award date, and on the same date annually thereafter, either claiming an exemption from the EEOP requirements or acknowledging their reporting requirements. Agencies who are not exempt from the EEOP requirements must develop a comprehensive EEO Plan that complies with 28 CFR 42.304.
- **Limited English Proficiency (LEP)**: In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. Part 2000d, applicants in receipt of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises applicants to have a written LEP Language Access Plan.

Filing a Complaint - If the applicant or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the FDLE, its subrecipient, or with the Office for Civil Rights.

Discrimination complaints against the FDLE OCJG or one of its subrecipients may be filed using the OCJG complaint form or by letter and be submitted to FDLE by mail at: FDLE Office of General Counsel, Attention Civil Rights Complaint Coordinator, PO Box 1489, Tallahassee, FL 32302. Alternatively, the complaint may be delivered by facsimile to (850) 410-7699, or via email to the Office of General Counsel via the General Counsel for FDLE or the General Counsel's designee.

Complaints filed by letter should include the following information:

1. Name, address, telephone number, and email address of the complainant.
2. The victim or other witness of the alleged discrimination, if it is someone other than the complainant, if known.
3. The basis for the complaint, e.g., the complaint alleges (1) discrimination in services or employment based on race, color, national origin, sex, religion, or disability, or discrimination in services based on age, or (2) retaliation for engaging in protected activity. Please include as much detail as possible.
4. The date of the alleged discriminatory or retaliatory conduct.
5. The name and title of the person(s) who is alleged to have engaged in the discriminatory or retaliatory conduct.
6. The complaint must be in writing, dated, and signed by the complainant.

As an alternative, or in addition to filing a complaint with the FDLE or a subrecipient, an individual may file a complaint with an appropriate external federal agency.

If a complaint involves employment discrimination, the complainant may file a complaint with:

U.S. Equal Employment Opportunity Commission
31 M Street, NE
Washington, DC 20507
Phone: 202-663-4900
TTY: 202-663-4494
<http://www.eeoc.gov/employees/charge.cfm>

If a service discrimination complaint involves a program receiving federal financial assistance from the USDOJ, the complainant may file a complaint with:

U.S. Department of Justice, Office of Justice Programs Office for Civil Rights
810 7th St NW Washington, DC 20531
Phone: 202-207-0690
TTY: 202-307-2027
<http://ojp.gov/about/ocr/complaint.htm>

Additional details and information regarding the FDLE's complaint procedures can be found on OCJG's Civil Rights Training for Grantees webpage.

Intergovernmental Review: The FY24 JAG program is subject to Executive Order 12372. As a result, FDLE may provide information regarding subrecipient applications to the state single point of contact to satisfy this requirement.

Match

Match is not required for the JAG program. However, if a subrecipient identifies match on an application that is approved for award, the match portion will be required.

Administrative Costs

Administrative costs/fees are not eligible on JAG subawards.

Prohibited Uses & Expenditures

JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those prohibited by the JAG Program statute ([34 U.S.C. § 10152](#)).

- Supplanting: JAG funds may not be used to supplant state or local funds. See BJA's [JAG FAQs](#) for examples of supplanting.
- Security Enhancements for Non-governmental Entities: JAG funds may not be used for security enhancement or equipment for non-governmental entities not engaged in criminal justice or public safety.
- Additional Restrictions: JAG funds may not be used to pay for any of the following items unless approved by the BJA Director: (A) vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters); (B) luxury items; (C) real estate; (D) construction projects (other than penal or correctional institutions); or (E) any similar matters.

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV, is unallowable.

See BJA's [JAG FAQs](#) and [JAG Prohibited and Controlled Expenditure Guidance](#) for more information.

Note: FDLE will not approve the purchase of trinkets such as hats, mugs, portfolios, t-shirts, coins, gift bags, etc., with grant funds. Additional cost elements FDLE will not approve include, but are not limited to: gift cards/certificates, bus/transportation passes, entertainment costs, etc.

Grant funds may NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

NEW Grant funds may NOT be used for subscription-based or rent-to-own/lease systems. Contact your assigned grant manager if you have any questions regarding this new exclusion.

Project Adjustments: Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved subaward will only be considered under extenuating circumstances. Subrecipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

Other Restrictions Requiring Compliance, Certification, or Prior Approval

Methamphetamine Mitigation Plans

Any program that funds any portion of methamphetamine laboratory operations or clean-up must complete a Meth Mitigation Plan that includes the nine protective measures or components required by BJA. Recipients shall review the BJA website related to [NEPA compliance](#) (including information regarding meth labs) and contact FDLE's Office of Criminal Justice Grants for further assistance.

Publications and Other Media

All media created, published, and/or altered using federal grant funds must be reviewed and approved by FDLE and/or BJA prior to release or distribution. This includes any curricula, training materials, brochures, or other written materials that will be published, including web-based materials and web site content, as well as all audio or video materials, including Public Service Announcements. Grantees must submit a draft of each proposed item to OCJG **no later than thirty (30) days prior** to the targeted dissemination date. For items containing videos, a transcript may be provided with screenshots or a description of the visual portion.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

“This project was supported by Grant No. 15PBJA-24-GG-04224-MUMU awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.”

This requirement does not apply to the purchase or reproduction of existing materials or items created by other agencies or vendors, for example, crime prevention brochures, unless the subrecipient alters the item in any way. Neither does this requirement apply to items serving only to advertise an event or the availability of services. Please contact FDLE's grant's office with questions or to clarify the applicability of pre-approval requirements.

NEPA

Any improvement, building or construction project will require pre-approval to ensure compliance with the National Environmental Policy Act (NEPA). This may include relatively minor activities such as installing fence posts, security or surveillance cameras, or anchoring any item to the ground. If the grant will fund any activities that may fall under this requirement, review the subaward standard condition related to NEPA and the section of the BJA web site related to [NEPA compliance](#) and contact FDLE's grant's office for assistance.

Noncompetitive Procurement/Sole Source

If a subrecipient requests to procure goods or services using a noncompetitive procurement method, a sole source justification must be submitted to FDLE for approval **prior** to the obligation of grant funds. Subrecipients should submit the completed [Sole Source Justification](#) form with the application, or as soon as the procurement method is known.

Sole source approval applies to the amount of the total procurement, regardless of the amount of federal investment in the purchase. Before submitting a request for a sole source procurement, applicants should carefully review the conditions governing this type of procurement (see [2 C.F.R. § 200.320\(f\)](#)).

Conference/Meeting/Training Costs

OJP policy and guidance encourages minimization of conference, meeting, and training costs; sets cost limits, which include a general prohibition of all food and beverage costs; and requires prior written approval of most conference, meeting, and training expenditures. Subawards requesting to use grant funds for meetings, trainings, or conferences may be required to complete and submit an OJP event submission form upon request from FDLE and/or OJP.

Duplication of Networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Entry of Records into State Repositories

As appropriate and to the extent consistent with law, a condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any alien who is illegally in the United States (18 U.S.C. § 922(g)(5)(A)), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

Body Armor

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, if the following requirements are met:

- The body armor must have been tested and found to comply with the latest applicable National

- Institute of Justice ballistic or stab standards.
- The body armor purchased must be made in the United States.
- The body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of: (1) correctly sized panels and carrier determined through appropriate measurement and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer.

A JAG subrecipient proposing to use FY24 funds to purchase body armor must provide FDLE with a Body Armor Mandatory Wear Policy Certification indicating each law enforcement agency receiving body armor has a written “mandatory wear” policy in effect. For more information, review the FAQs related to the mandatory wear policy and certifications.

Body Worn Camera (BWC) Purchases

NEW JAG funds may only be used to purchase BWC hardware. The use of funds for software, warranties, service agreements, data storage, etc. is prohibited.

Any subrecipient intending to use grant funds for BWC-related expenses must provide FDLE with a BWC Certification. A subrecipient without policies and procedures in place at the time of application will have funds withheld until a certification is submitted. Information regarding BWC policies, resources and best practices can be found at: <https://www.bja.gov/bwc>.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG funds will be used for DNA testing of evidentiary materials, any resulting eligible profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior written approval from FDLE’s grants office and BJA.

In addition, funds may not be used to purchase DNA equipment and supplies when the resulting DNA profiles from such technology are not acceptable for entry into CODIS.

Interoperable Communications

Subrecipients utilizing JAG funds to support emergency communications activities should review the most recent SAFECOM Guidance. This includes the purchase of interoperable communications equipment and technology such as voice-over-internet-protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) waiver order.

Additionally, to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, subrecipients are required to comply with DOJ’s Global Justice Information Sharing Initiative guidelines and recommendations. All subrecipients shall document planned approaches to information sharing and describe their compliance, or provide detailed justification for why an alternative approach is recommended.

Finally, JAG applicants proposing projects for interoperable communications should consider the use of First Responder Network Authority (FirstNet) Program. FirstNet’s statutory mission is to take all actions necessary to ensure the establishment of a nationwide public safety broadband network (NPSBN). For more information, visit www.firstnet.gov.

Employment Eligibility Verification

Subrecipients must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2). The subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on

behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.

Subrecipient Civil Rights Training

In compliance with Office of Justice Programs (OJP) requirements, FDLE requires the subrecipients of its grants to complete a two-part Civil Rights Training and maintain copies of the training certificates within their grant file(s) for monitoring. Module 1 of the training provides a basic overview of the Office of Civil Rights (OCR) and discusses the civil rights compliance requirements for recipients (at any tier) of OJP Grant Funding. Module 2 discusses "special" civil rights related compliance requirements in addition to the ones described in Module 1. To complete these trainings, visit the [OCJG Civil Rights Training for Grantees](#) webpage.

***NEW* Financial Management/General Ledger Tracking Documentation**

In accordance with 2 CFR 200.302 and DOJ Grant Financial Guide Section 2.3, subrecipients are required to track grant revenue and expenditures separately from other sources and provide documentation upon request. The subrecipient's accounting system must clearly document the specific award identification number for all grant-related revenue and expense entries.

Determination of Suitability to Interact with Participating Minors

Subrecipients, at any tier, who plan to use federal funds to partially or fully carry out activities under this award to benefit a set of individuals under 18 years of age must make determinations of suitability before certain individuals may interact with participating minors. Further information regarding this requirement is located on the OJP website <https://www.ojp.gov/funding/explore/interact-minors>.

1. Any applicant using grant funds to benefit a set of individuals under 18 years of age must complete and submit the "[Suitability to Work and/or Interact with Minors Certification](#)."
2. Subrecipients must maintain and submit the "[Suitability to Work and/or Interact with Minors Tracking Sheet](#)."

Telecommunications and Video Surveillance Services or Equipment

In compliance with 2 C.F.R. 200.214, subrecipients are prohibited from entering into a contract or using federal funds to procure items from certain parties who are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. In addition, a prohibition on certain telecommunication and video surveillance services or equipment went into effect on August 13, 2020. In accordance with these requirements set out in 2 C.F.R. 200.216, subrecipients are prohibited from obligating funds to:

- A. Procure or obtain;
- B. Extend or renew a contract or procure or obtain;
- C. Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

Applicants who intend to use grant funds to procure telecommunications, video surveillance services, or equipment must:

1. Complete and submit the "[Telecommunications and Video Surveillance Services or Equipment Certification](#)."
2. Provide documentation the manufacturer and vendor has not been suspended or debarred from receiving federal funds in [SAM.gov](https://sam.gov) prior to the drawdown of funds.

Task Force Training Requirement

The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training which include; Executive Leadership, Task Force Commander Leadership and Management, Safeguarding Privacy, Civil Rights, and Civil Liberties in Task Force Operations, Methamphetamine Investigative Management, available through BJA's web site and the Center for Task Force Integrity and Leadership (www.centf.org), and Criminal Intelligence Systems Operating Policies (28 CFR Part 23) that can be accessed three ways:

1. Regional Information Sharing Systems (RISS) members may access the training through the secure RISS portal. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_RISS.pdf.
2. Members with a secure account through the Federal Bureau of Investigation's (FBI) Law Enforcement Enterprise Portal (LEEP) may log in to LEEP to access the training. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_LEEP.pdf.
3. If your agency was previously provided with a preauthorization code, you may register for the training using that code by selecting the "LOG IN or SIGN UP" menu button located on the top left side of the home page. Enter your email address and password, then select "Preauthorization Registration."

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.centf.org).

State and Federal Transparency

Subaward agreements and information supplied to FDLE for grant management and payment purposes will be used to report to the following mandatory state and federal transparency systems.

Florida Accountability and Contract Tracking System (FACTS)

This grant agreement, all corresponding information and a copy of the grant document, is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida.

Exemption from FACTS

Please be aware, in the event that your agency's submission contains confidential and/or exempt information prohibited from public dissemination under Florida's Public Records Law, Chapter 119, Florida Statutes, the subrecipient agency bears the responsibility for applying proper redactions. Otherwise, any and all records submitted may be released without redactions.

Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006, with the intent to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. 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 USASpending.gov. FDLE is required to report subaward data to FFATA as well.

Application Instructions and Deadline

Failure to follow application instructions may result in the incursion of a special condition at the time of award.

In order to apply, an application must be submitted through FDLE's new electronic grant system (AmpliFund) by **11:59 PM EST on Friday, August 29, 2025**. No extensions of this deadline will be permitted.

Please see **Appendix A: Application Timeline** for other important dates.

Application Requirements

Applications submitted under this solicitation must adhere to federal, state and program specific requirements.

For FY24, subrecipients will be required to complete the following documents at the time of application; failure to do so may result in the withholding of funds until items are received.

Subaward Management Capabilities and Compliance Questionnaire

All applicants are required to complete the Subaward Management Questionnaire (SMQ), and submit to OCJG with their application. FDLE will use this form to validate a subrecipient's eligibility to apply, receive, and maintain a federal JAG subaward. Additionally, this validation will allow FDLE to expedite the monitoring process and ensure all subrecipients comply with program requirements.

Lobbying, Debarment, and Drug Free Workplace Certification

Subrecipients are not permitted to use federal funds, directly or indirectly, in support of any lobbying activity. A subrecipient receiving or requesting an award exceeding \$100,000 must certify compliance with this requirement. Additionally, a subrecipient (and any third-party) receiving award funds of \$100,000 or more, must complete a SF-LLL to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Additionally, a person/agency that is debarred, suspended, declared ineligible or is voluntarily excluded is prohibited from receiving federal funds under this grant program. All subrecipients must certify the subgrantee organization, and any vendor or lower tiered subrecipient, is eligible to receive these funds.

In compliance with the Drug-Free Workplace Act of 1988, state agencies applying for federal grant funding under this program must certify compliance with establishing and maintaining a drug-free work environment.

Failure to submit the "Lobbying, Debarment, and Drug Free Workplace Certification" to FDLE with the application may result in a withholding of funds condition on the subaward until the requirement is satisfied.

Contractual Services Subrecipient vs. Contractor Determination

Subrecipients utilizing funds in the Contractual Services budget category must adhere to the subcontracting requirements below. All subrecipients should review the "OJP Subaward vs. Procurement Contract Toolkit" for information regarding the two types of subcontracting.

1. Any applicant using grant funds in the Contractual Services budget category must complete and submit a "Subrecipient vs. Contractor Determination Checklist" for each contracted services item to FDLE with the application.
2. The application must contain detailed information regarding the type of subcontracting (subrecipient or contractor) and the method of procurement for the subcontract.
3. An applicant proposing to enter into a subrecipient contracting relationship must request approval to subaward in the grant application and be able to adhere to and document compliance with requirements and provisions for pass-through entities in 2 C.F.R. §200.331.
4. Applicants entering into a contractor relationship must adhere to the local unit of government's written procurement policies and procedures to the extent they are consistent with or more stringent than the procurement standards outlined in 2 C.F.R. § 200.318-326.

Law Enforcement Agency Training Information

Any law enforcement agency receiving funds under a JAG subaward must submit performance accountability

metrics data for the **2024 calendar year** related to training on: use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public. These metrics will be collected via questionnaire from FDLE's grants office and reported to BJA's Performance Management Tool (PMT).

Death in Custody Reporting

In FY19, OCJG began collecting data regarding in-custody deaths, in accordance with the Death in Custody Reporting Act (DCRA), which requires states and federal law enforcement agencies to report certain information to the Attorney General regarding the death of any person during interactions with law enforcement officers or while in custody. For the purposes of this requirement, a reportable death is **any** death – including deaths attributed to suicide, accident, or natural causes – that occurred during interactions with law enforcement personnel or while the decedent was in custody, under supervision or under the jurisdiction of a state or local law enforcement or correctional agency, such as a jail or prison.

As a requirement of the state's Edward Byrne Memorial Justice Assistance Grant (JAG) award, each quarter, subrecipients must submit the Death in Custody Questionnaire identifying all reportable deaths occurring in their jurisdictions during the reporting period. Information to be provided will include:

- The decedent's first, middle, and last name, gender, race, ethnicity, and year of birth
- The date, time, and location of the death
- Type of facility in which the death occurred
- Date of facility admission/arrest
- The law enforcement or correctional agency involved
- Manner of death
- Brief description of circumstances of death

We recognize that all of the requested information may not be available at the time of reporting. Please provide as much information as possible for each reported death.

Standard Conditions

The standard conditions provide detailed compliance requirements for subrecipients upon signed acceptance of the subaward. It is imperative all persons involved with this subaward read the standard conditions. Failure to comply with the provisions outlined in the standard conditions may result in project costs being disallowed.

Appendix A Application Timeline

August 30, 2024	Florida received notice of final state JAG appropriation from U.S. Department of Justice.
October 8, 2024	FDLE Office of Criminal Justice Grants (OCJG) submitted the final State of Florida application for FY24 Byrne JAG funding.
December 4, 2024	Florida accepted the state's FY24 federal JAG award.
May 19, 2025	OCJG released notice for each county to provide a Certificate of Participation, designate a County Coordinator, and begin submitting 51% letters.
June 20, 2025	Deadline for counties to respond to OCJG with Certification of Participation and designation of County Coordinator.
June 30, 2025	Deadline for counties to provide 51% letters.
July 1, 2025	Application portal opens. Notification emails sent to county coordinators.
August 29, 2025	Deadline to submit applications in FDLE's electronic grants management system (AmpliFund).

Appendix B

Application Checklist

What Each County Should Do - Pre-Application

- ☐ Submit a signed *Certificate of Participation* designating a County Coordinator
- ☐ Assure all 51% letters for the county have been completed and submitted to OCJG

What Each Applicant Should Do – Pre-Application

- ☐ Acquire or renew a Unique Entity Identifier (UEI) Number
- ☐ Acquire or renew registration with SAM.gov
- ☐ Obtain an *EEO Certification* via EEO Reporting Tool
- ☐ Read the FDLE subaward Special Conditions and DOJ Grants Financial Guide

Additional Requirements

- ☐ Complete a Sole Source Justification form for sole source purchases of \$250,000 or more (if applicable)
- ☐ Complete the Subaward Management Questionnaire (all applicants)
- ☐ Complete a Lobbying, Debarment and Drug Free Workplace Certification (for state agencies and local units of government, if applicable)
- ☐ Complete a Subrecipient vs. Contractor Determination Checklist for each cost element requested in the Contracted Services budget category
- ☐ Complete a Third-Party Contract Compliance Checklist (if applicable)
- ☐ Complete a Third-Party Subaward Compliance Checklist (if applicable)
- ☐ Complete a Body Armor Mandatory Wear Policy Certification (if applicable)
- ☐ Complete a Confidential Funds Certification (if applicable)
- ☐ Complete Suitability to Work and/or Interact with Minors Certifications (if applicable)
- ☐ Complete Suitability to Work and/or Interact with Minors Tracking Sheet (if applicable)
- ☐ Complete Telecommunications and Video Surveillance Services or Equipment Certification (if applicable)

Appendix C

FY24 JAGC County Allocation

NOTE: The FY24 total federal award decreased from the prior year, as such local allocations below decreased.			
County	Allocation	County	Allocation
Alachua	\$94,889	Lake	\$90,524
Baker	\$28,832	Lee	\$167,473
Bay	\$85,592	Leon	\$102,735
Bradford	\$45,856	Levy	\$40,239
Brevard	\$141,391	Liberty	\$48,598
Broward	\$369,662	Madison	\$51,740
Calhoun	\$39,619	Manatee	\$106,254
Charlotte	\$59,827	Marion	\$97,997
Citrus	\$53,080	Martin	\$63,984
Clay	\$54,842	Monroe	\$61,261
Collier	\$128,108	Nassau	\$46,796
Columbia	\$100,298	Okaloosa	\$70,042
Dade	\$547,053	Okeechobee	\$55,938
Desoto	\$43,490	Orange	\$289,690
Dixie	\$49,869	Osceola	\$97,554
Duval	\$232,554	Palm Beach	\$293,033
Escambia	\$114,398	Pasco	\$142,193
Flagler	\$39,763	Pinellas	\$232,520
Franklin	\$39,674	Polk	\$164,974
Gadsden	\$45,908	Putnam	\$68,175
Gilchrist	\$29,684	Santa Rosa	\$105,036
Glades	\$62,368	Sarasota	\$107,361
Gulf	\$45,250	Seminole	\$117,744
Hamilton	\$68,461	St. Johns	\$65,237
Hardee	\$40,367	St. Lucie	\$84,401
Hendry	\$59,376	Sumter	\$46,472
Hernando	\$54,189	Suwannee	\$43,808
Highlands	\$51,122	Taylor	\$45,503
Hillsborough	\$283,676	Union	\$30,386
Holmes	\$36,464	Volusia	\$138,575
Indian River	\$53,327	Wakulla	\$30,349
Jackson	\$37,027	Walton	\$39,935
Jefferson	\$40,692	Washington	\$38,397
Lafayette	\$41,524	Total	\$6,403,156

ITEM 7.E

Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health for FY2025

Request

Approval to participate in the Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health (FDOH). (Contract # 20250317)

Explanation

The Florida Department of Health has announced the availability of Naloxone to state and local units of government through the Helping Emergency Responders Obtain Support (HEROS) Program at the Florida Department of Health, FY2025 Local Solicitation. This program allows state and local governments to become equipped with Naloxone which is an opioid antagonist. The funding distribution is based on a percentage of trained staff, organization type and the number of overdoses per year. The City of Kissimmee Police Department is requesting 250 units of Naloxone. This program is at no cost to participate with an estimated value at \$7,500.

Recommendation

Approval to participate in the Helping Emergency Responders Obtain Support (HEROS) Program for Naloxone at the Florida Department of Health Program FY2024 at an estimated value of \$7,500.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. HERO reorder Attachment 070325

Pamela Lynch

From: Christopher Succi
Sent: Tuesday, July 1, 2025 12:57 PM
To: Pamela Lynch
Subject: FW: Agenda item for Narcan

From: Christopher Succi <Christopher.Succi@kissimmee.gov>
Sent: Friday, May 23, 2025 9:37 AM
To: Pamela Lynch <PAMELA.LYNCH@kissimmee.gov>
Subject: RE: Agenda item for Narcan

Re-Orders of Naloxone

1. Instructions for re-orders (for those already approved to participate in HEROS):

1. Log into the HEROS site (<https://fdepcs.com/heros>).
If you need assistance, please send a message to HEROSProgram@FLHealth.gov
2. Submit your request for naloxone by selecting "applications" from the drop-down menu under HEROS, (top left) then click on the green "create application" box in the top left-hand corner. You will then be directed to select an agency. This will bring up a screen where you can indicate type and quantity of naloxone, just as you did when you first joined. **Agencies may only place one order per month.** Please contact HEROSProgram@FLHealth.gov if your agency has an urgent need.
3. **Please make sure you select the green "Submit" button** in the upper right-hand corner of the application upon completion.
4. All requests submitted are placed with the vendor during the first week of each month. For example, if you make a request on the 25th of any given month, your request will be ordered sometime between the 1st and 7th of the following month.

Once orders have been placed with the vendor, they typically arrive approximately one to three weeks later.

Expired Naloxone

Florida Health does not accept returns of expired naloxone. Please dispose of all medications appropriately. Information on pharmaceutical waste management is available from the Florida Department of Environmental Protection at: [Pharmaceutical Waste Management for Businesses and Homeowners | Florida Department of Environmental Protection](#)

Thank you for participating in the HEROS program and for the lifesaving work your agency does every day! We appreciate your commitment to improving the health of people in your communities!

ITEM 7.F

Tohopekaliga Water Authority Service Agreement with Jr. Davis Construction Company, Inc.

Request

Approval of a service agreement between Tohopekaliga Water Authority (TOHO) and Jr. Davis Construction Company, Inc., for water and sewer services for the development of its new maintenance building. Contract # 20240308.

Explanation

Jr. Davis Construction Company, Inc. (JDC) has a current ground rental lease at the Kissimmee Gateway Airport on eight (8) acres of land to develop a new maintenance building in support of heavy equipment maintenance. Upon JDC completing the utility infrastructure on the project, TOHO agrees to provide water and wastewater services to the site and requests the appropriate agreements be executed.

Recommendation

Approval of a service agreement between Tohopekaliga Water Authority (TOHO) and Jr. Davis Construction Company, Inc., for water and sewer services for the development of its new maintenance building.

REQUESTED CITY COMMISSION ACTION:

Department: Airport

Presenter:

Attachment(s):

1. (S) - TOHO Water Auth Service Agreement

This document prepared by,
or under the direction of, and
after recording return to:

Anthony Cotter
General Counsel
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 32741

Parcel ID Number(s): 30-25-29-1554-0001-0010

TOHOPEKALIGA WATER AUTHORITY SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is made and entered into as of the "Effective Date" (as later defined herein) by and among **CITY OF KISSIMMEE** a municipal corporation, whose address is 101 Church Street, Kissimmee, Florida 34741 ("Owner"), **JR. DAVIS CONSTRUCTION COMPANY, INC.** a Florida corporation, with its principal place of business at 210 Hangar Road, Kissimmee, FL 34741 ("Lessee/Builder"), and **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 ("Toho"). Owner, Lessee/Builder, and Toho may be individually referred to as a "Party" or collectively as the "Parties."

R E C I T A L S

WHEREAS, Toho is the provider of water, wastewater, reuse/reclaimed water, and irrigation services, as applicable, throughout its "Service Area" (as later defined herein); and

WHEREAS, Owner is the fee simple owner of certain real property more particularly described on **Exhibit "A"** attached and incorporated herein ("Property") located within the Service Area; and

WHEREAS, Lessee / Builder has developed or intends to develop the Property of approximately 8 undeveloped acres and identified by the Osceola County Property Appraiser as Parcel ID(s) 30-25-29-1554-0001-0010 to be a Maintenance Building (the "Development") and in connection therewith is constructing certain "Improvements" (as later defined herein) on the Property; and

WHEREAS, Owner and Lessee/Builder acknowledge the need for the construction and subsequent maintenance of centralized "Facilities" to provide "Services" (as those terms are later defined herein) to the Property; and

WHEREAS, Lessee/Builder agrees to construct and convey the necessary Facilities to Toho in return for the consideration set forth herein; and

WHEREAS, Toho agrees to provide Services to the Property, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, Owner, Lessee/Builder, and Toho agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement by this reference.

SECTION 2. DEFINITIONS. The following capitalized terms shall have the definitions provided below, unless the context clearly indicates otherwise:

2.1 "Board" shall mean the Tohopekaliga Water Authority Board of Supervisors.

2.2 "Contribution in aid of Construction" or "CIAC" shall mean the sum of money and/or property represented by the value of the Facilities (as defined in subsection 2.4 below) constructed or provided by Lessee/Builder required by Toho as a pre-requisite to Toho's provision of Services to the Property.

2.3 "Effective Date" shall mean the date on which this Agreement is recorded in the Public Records of Osceola County, Florida.

2.4 "Facilities" shall mean the on- or off-site distribution and collection system necessary to provide Services to the Property including without limitation all equipment, fixtures, wells, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, cross-connection control devices, service connections, meters, and appurtenances constructed by Lessee/Builder and transferred to Toho.

2.5 "FDEP" shall mean the Florida Department of Environmental Protection.

2.6 "FDEP Clearance" shall mean that water systems have provided sampling data adequately demonstrating that the new or altered treatment or storage facilities, new or altered water mains, and treatment or storage facilities and water mains taken out of operation for repair or maintenance are properly disinfected before they are placed into or returned to operation in accordance with FDEP Chapter 62-555.340(2)(a), as may be amended.

2.7 "Final Plans" shall mean the final plans and specifications for the Facilities stamped as "Approved" by Toho.

2.8 "Florida Public Records Act" shall mean Chapter 119, Florida Statutes, as may be amended from time to time.

2.9 "Improvements" shall mean those improvements constructed, installed, and located on and/or off the Property in connection with the development of the Property, separate and apart from the Facilities.

2.10 "Master Utility Plan" shall mean the Toho-approved set of plans, project narrative, and hydraulic calculations defining the layout and feasibility of the water, sewer, and reuse/reclaimed infrastructure for large commercial, residential, and multi-phased projects, as may be amended from time to time.

2.11 "Owner" and "Lessee/Builder" shall mean the person(s) or entity(ies) identified as such in the preamble of this Agreement, and includes any successors, permitted assigns, heirs, and grantees.

2.12 "Point of Delivery" shall mean the point where the Services enter the Property or the point of connection of Private Utilities to the existing Toho System, as shown and delineated on the Master Utility Plan and Record Drawings.

2.13 "Private Utilities" shall mean the water, wastewater, and/or reuse/reclaimed water infrastructure used for the provision of Services to the Property and Improvements, which are located on the Property and privately owned and maintained by Lessee/Builder.

2.14 "Project Workflow" shall mean the list of tasks that are required to be completed by Lessee/Builder and accepted by Toho, based upon the specific Facilities. The specific Project Workflow can be reviewed in the Toho Water Authority Development Portal.

2.15 "Record Drawings" shall have the definition contained in the Standards and Specifications.

2.16 "Service Area" shall have the definition contained in the Toho Charter.

2.17 "Services" shall mean the provision of water, wastewater, or reuse/reclaimed water, or any combination thereof, provided by Toho to the Property.

2.18 "Special Conditions" shall mean those conditions described in **Exhibit "B"** attached and incorporated herein.

2.19 “Standards and Specifications” shall mean those certain standards, specifications, and details approved by Toho for the construction of Facilities, and any Private Utilities that connect to the Facilities, as may be amended from time to time.

2.20 “Submeters” shall mean Toho-approved devices used in establishing the amount of water and wastewater used by individual units downstream of Toho’s meter(s) at the point of service to the Property from Toho’s Facilities.

2.21 “System Development Charges” or “SDCs” shall mean those charges levied and collected, as established by resolution of the Board, for capital improvements and debt service on capital improvements within Toho boundaries and its Service Area, as provided in Section 13 of the Toho Charter.

2.22 “Toho Charter” shall mean the Tohopekaliga Water Authority Act, Chapter 2003-368, Laws of Florida, as amended by Chapters 2007-287, 2013-266, and 2018-186, as may be further amended from time to time.

2.23 “Toho System” shall mean the existing water, wastewater, and reuse/reclaimed water Facilities owned, managed, and/or maintained by Toho.

2.24 “Upsizing” shall mean the increasing of capacity in mains, lift stations, pump stations, and/or other Facilities to provide Services beyond a specific development project’s needs.

SECTION 3. LESSEE’S/BUILDER’S AGREEMENT TO CONSTRUCT AND CONVEY.
As a condition precedent to Toho’s agreement to provide Services to the Property, Lessee/Builder agrees to design and construct the Facilities as necessary to provide Services to the Property, in accordance with the Final Plans, and to transfer and convey the Facilities to Toho, subject to the terms and conditions set forth herein.

SECTION 4. CONTRIBUTION-IN-AID-OF-CONSTRUCTION (“CIAC”).

4.1 All costs associated with the design and construction of the Facilities shall be the sole responsibility of Lessee/Builder as its CIAC in exchange for Toho’s agreement to provide Services to the Property. Notwithstanding the foregoing, Toho shall be responsible for additional costs associated with Upsizing, requests for extensions to benefit other properties, and other Toho-directed construction projects.

4.2 Lessee/Builder’s CIAC does not entitle Owner to any waiver by Toho of rates, rate schedules, SDC fees or other fees, or rules or regulations, nor of Toho’s enforcement thereof. Furthermore, Toho will not offset the CIAC against any charge for Services or claims by Toho against Lessee/Builder. Toho is not obligated, for any reason whatsoever, to pay any interest or rate of interest upon the CIAC provided by Owner under this Agreement.

4.3 Neither Owner, Lessee/Builder, nor any person or other entity holding title or any form of ownership of the Property or Improvements, or any portion thereof, by, through or under Owner, Lessee/Builder, or otherwise, shall have any present or future right, title, claim, or interest in and/or to the CIAC made by Owner or Lessee/Builder under this Agreement, to any Facilities located on the Property or otherwise, or any Toho-owned properties. All prohibitions applicable to Owner and Lessee/Builder, with respect to no refund of CIAC and no interest payment on the CIAC or otherwise, shall be applicable to all persons or entities.

SECTION 5. DESIGN AND CONSTRUCTION OF FACILITIES. Lessee/Builder agrees that construction of all Facilities shall be in strict accordance with the following requirements:

5.1 Lessee/Builder shall ensure that the design and construction of the Facilities are in accordance with all Federal, State, and Local Government laws, regulations, rules, permits, ordinances, and policies, with the Final Plans, and with Toho-specific resolutions, rules, regulations, policies, and Standards and Specifications as all are in effect at the time the Development or Development phases are permitted or authorized by Toho for construction. In addition, Lessee/Builder shall comply with those Special Conditions as set forth in **Exhibit "B"**.

5.2 Lessee/Builder shall submit, or cause to be submitted, to Toho, for Toho's review and approval, all engineering, hardscape, landscape, irrigation, and lighting plans, and any other applicable Toho-requested plans, specifications, and information associated with Lessee/Builder's construction of the Improvements, Private Utilities, and Facilities. Lessee/Builder shall ensure that all engineering plans and specifications shall be prepared in accordance with and adhere to all applicable Standards and Specifications and shall show both the on-site and off-site Facilities proposed for installation necessary for providing Services.

5.3 For Toho-approved phased Development, Lessee/Builder shall submit a Master Utility Plan prior to request for review of the first phase of the Improvements.

5.4 Upon written approval by Toho and completion of a preconstruction conference, Lessee/Builder shall construct or cause construction of the Facilities in accordance with the Final Plans, at no expense to Toho. Lessee/Builder shall ensure that no construction is permitted to commence until Lessee/Builder receives written acceptance and approval of the Final Plans from Toho. Lessee/Builder is responsible for procuring all related necessary permits prior to start of any construction. Any failure to comply with this requirement may result in fines against the Owner, the Lessee/Builder, the Property, and/or the Development.

5.5 Lessee/Builder shall provide to Toho not less than seventy-two (72) hours written notice prior to commencement of construction and of any connection to the Toho System. Toho shall not be required to accept any Facilities that were constructed without prior notification. If Lessee/Builder fails to give written notice, Toho may require Lessee/Builder to uncover and expose said connections or contributed Facilities for inspection, at no cost to Toho, or Toho may disconnect Lessee/Builder Facilities from Toho's system at Lessee/Builder's expense.

5.6 Upon completion of construction of the Facilities, Lessee/Builder shall ensure all Project Workflow items have been submitted through Toho's Development portal and accepted by Toho including without limitation: FDEP water and wastewater clearances, easements, certified costs of construction, and maintenance guarantee/surety, as and when applicable. Lessee/Builder's engineer of record shall submit a signed and sealed certificate of completion certifying to Toho that the construction of the Facilities is complete, that the Facilities have been constructed in accordance with all permits, the Final Plans, and applicable requirements of law, and that, as constructed, the Facilities will function for the purpose(s) for which they were designed. A copy of the bacteriological results and a sketch showing locations of all sample points shall be provided for all water distribution system certifications.

5.7 At least five (5) business days prior to Toho's pre-final inspection, Lessee/Builder shall provide, or cause to be provided, to Toho record drawings prepared by the engineer of record based upon signed and sealed "as-builts" from a licensed surveyor showing the location(s) of all Facilities as constructed. Prior to acceptance by Toho of the Facilities, Lessee/Builder shall provide proof satisfactory to Toho that the costs of installation and moneys owed to all contractors, subcontractors, materialmen, and laborers have been paid in full together with the engineer's certificate of the total cost of the installation.

SECTION 6. INSPECTIONS.

6.1 Toho has the right, but not the obligation, to perform inspections during and after construction and installation of the Facilities to determine (i) compliance with the Final Plans and (ii) adequacy of installation. Lessee/Builder shall perform standard tests for pressure, infiltration, exfiltration, line and grade, and all other normal engineering tests required pursuant to the Standards and Specifications and good engineering practices. Lessee/Builder shall perform all such tests in the presence of Toho inspectors and/or other Toho-authorized representatives, who shall make themselves generally available within three (3) business days of a request by Lessee/Builder. Failure to comply with this requirement may result in Toho requiring the repeating of tests conducted outside the presence of Toho inspectors and/or Toho-authorized representatives. In addition to the standard tests described above, Lessee/Builder shall perform an inspection of the Facilities through use of Closed Circuit Television ("CCTV") prior to Toho's acceptance of the Facilities. An additional CCTV inspection of the Facilities shall be performed by

Lessee/Builder and provided to Toho ninety (90) days prior to release of the maintenance bond.

6.2 Prior to acceptance of the Facilities by Toho, Lessee/Builder shall ensure that Lessee/Builder's engineer of record provides Toho with a complete set of Record Drawings to include any updates from prior submittal(s).

SECTION 7. ACCEPTANCE OF FACILITIES; TITLE TO FACILITIES.

7.1 Upon completion of construction of the Facilities, subject to Toho's final inspection and approval and subject to compliance with all of the following conditions for acceptance, Toho will accept conveyance of the Facilities:

7.1.1 Completion Documents. Lessee/Builder shall submit the items listed on **Exhibit "C"** ("Required Completion Documents") attached and incorporated herein.

7.1.2 Compliance. Owner and Lessee/Builder shall be in full compliance with all terms and conditions of this Agreement.

7.1.3 Conveyance. In accordance with the terms and conditions set forth in this Agreement, Owner and/or Lessee/Builder, at Owner's or Lessee/Builder's expense, shall transfer and convey to Toho ownership of the Facilities, including all rights, title, and interest, free and clear of all liens and encumbrances except for matters of record acceptable to Toho, if any. Owner and/or Lessee/Builder shall convey all of its interest in the Facilities, including without limitation any and all applicable necessary permits, as shall be effective to vest in Toho good and marketable title to and rights in the Facilities. As evidence of such conveyance, Owner and/or Lessee/Builder shall provide Toho with a bill of sale, substantially in the form attached as **Exhibit "D"** ("Bill of Sale") and incorporated herein, and satisfactory to Toho's legal counsel, for all the Facilities constructed by Lessee/Builder and approved by Toho, together with funds sufficient to pay all costs of conveyance and recording.

7.1.4 Easements & Warranty Deed. In accordance with Toho's usual procedures and Section 8.1, Owner and/or Lessee/Builder, as applicable, shall grant and convey, or shall cause to be granted and conveyed, to Toho all necessary easements and rights of access for all on-site and off-site Facilities existing and/or proposed to be constructed to serve the Property ("Easements"). Toho-maintained lift stations shall be conveyed to Toho in fee simple via warranty deed.

7.1.5 Warranties and Construction Contracts. Lessee/Builder shall convey all manufacturer and contractor warranties, maintenance sureties, payment and performance bonds, and construction contracts via unconditional assignment by Lessee/Builder. Owner and Lessee/Builder hereby agree to indemnify and hold harmless Toho from any losses, damages, costs, claims, suits, debts, or demands by reason of any latent defect(s) in the installation that were withheld from disclosure or could not have been reasonably discovered upon normal engineering inspection for a period of two (2) years from and after the date of acceptance by Toho of said Facilities.

7.1.6 Maintenance Guarantee: Maintenance Bond, Letter of Credit, or Cash Escrow. Lessee/Builder shall provide Toho with a maintenance guarantee in the form of a maintenance bond, irrevocable letter of credit, or cash escrow, in a format acceptable to Toho's legal counsel, in the amount of ten percent (10%) of the final, complete cost of the Facilities. The maintenance guarantee shall cover a period of not less than two (2) years commencing the date of issuance of the Certificate of Completion. Any maintenance guarantee provided under this Agreement shall not be released until (i) a two-year post-acceptance inspection has been successfully completed and approved by Toho, which inspection shall be conducted by Toho no later than sixty (60) days prior to the expiration of the maintenance guarantee; (ii) all items noted in such inspection are addressed to Toho's reasonable satisfaction; and, if applicable, (iii) Toho's acceptance of the CCTV video taken by Lessee/Builder ninety (90) days prior to Toho's anticipated release of the maintenance bond, as referenced in Section 6.1.

7.1.7 Manuals. Lessee/Builder shall provide Toho with all operation, maintenance, and parts manuals necessary for the operation and maintenance of the Facilities.

7.2 For that portion of the Facilities subject to FDEP Clearance, upon receipt of such FDEP Clearance, Toho shall be responsible for the operation of the Facilities and for maintenance of the Facilities that is not related to construction or warranted items. Notwithstanding the issuance of FDEP Clearance for all or a portion of the project, Lessee/Builder shall continue to be responsible for all maintenance, repair, and replacement costs incurred by Toho up to and including the date of acceptance of the Facilities by Toho.

SECTION 8. EASEMENTS, LIFT STATIONS; RIGHT OF ACCESS.

8.1 All Easements provided to Toho under this Agreement shall be provided by separate legal instrument acceptable to Toho's legal counsel, substantially in the form attached as **Exhibit "E"** ("Form Easement") and incorporated herein and shall include a sketch of description and legal description prepared by and signed and sealed by a Florida-licensed professional surveyor in accordance with the laws of the State of Florida. All Easement areas shall be subject to Toho's prior review and approval and shall be recorded at no expense to Toho. The Parties agree and acknowledge that this Agreement does not itself grant or convey any Easement(s) or other property rights.

8.2 All Easements shall be perpetual and include an area sufficient in size to allow for the performance of all construction, maintenance, repair, and replacement activities for the Facilities. Owner further agrees and shall ensure that any easements issued or granted to third parties, including for other utility services or otherwise, whether exclusive or non-exclusive, will not prevent, block, obstruct, minimize, or in any way interfere with Toho having full access and use of the Easement(s) to allow for construction, repair, maintenance, and replacement activities.

8.3 In the event Toho determines the need to install any additional Facilities in areas of the Property lying outside of the public rights-of-way or Easement areas in order to provide Service to the Improvements, Owner and/or Lessee/Builder, as applicable, shall grant the necessary easement(s) for such "private property" installations (the "Additional Easement(s)") at no cost or expense to Toho and in compliance with the requirements of this SECTION 8. Toho agrees that the granting of such Additional Easement(s) shall be in such a manner so as not to interfere with the primary use of the Improvements.

8.4 Lessee/Builder shall ensure that the Facilities are constructed in accordance with the Final Plans and shall use best efforts to ensure the Facilities are located center-line of the respective Easement area unless otherwise approved by Toho in its sole discretion. In the event it is later determined that the Facilities are located outside of the designated Easement area, not located on the center-line of the Easement area, as required herein, or otherwise located with insufficient space for Toho's operation and maintenance, as determined by Toho in its sole discretion, Owner and Lessee/Builder and their successors, assigns, heirs, and grantees agree to either (a) relocate the Facilities to a location within the existing easement area or (b) provide Toho with a corrected Easement, by separate legal instrument acceptable to Toho's legal counsel, complying with the requirements of this SECTION 8. All costs associated with any such relocation of Facilities and/or corrected easements provided under this Agreement shall be at no cost or expense to Toho.

8.5 Unless the Parties mutually agree otherwise, Owner and Lessee/Builder's granting of Easements, as contemplated herein, shall be non-exclusive. Owner and Lessee/Builder, as applicable, shall ensure that separation with other utilities occupying

the same Easement area shall meet with separation requirements as set forth in the then- current edition of Toho's Standards and Specifications. If Owner and/or Lessee/Builder fails to ensure such separation requirements, Owner and/or Lessee/Builder, as applicable, shall promptly remedy such failure by granting to Toho such additional and/or replacement easement(s) acceptable to Toho in substantially the same manner and form as the Easements and Additional Easements, as applicable.

8.6 For conveyance of all Easements required hereunder, Owner and/or Lessee/Builder, as applicable, shall provide to Toho, at no expense to Toho, a current ownership and encumbrance report.

8.7 Conveyance of any lift stations shall be by warranty deed and subject to delivery of the following:

- 8.7.1** Warranty Deed
- 8.7.2** Title Insurance in the amount of the lift station value, which shall equal the cost of the improvements, as determined by Seller's engineer of record and as set forth in a Certification of Cost, plus the fair market value of the land, all as reasonably agreed to by Toho.
- 8.7.3** FIRPTA Certificate of Non-Foreign Entity Status
- 8.7.4** Seller's Affidavit
- 8.7.5** Affidavit of Authority/LLC Affidavit
- 8.7.6** Closing Statement or acknowledgement acceptable to Toho that all costs relating to closing and conveyance of the lift station shall be the responsibility of Owner

SECTION 9. JOINDER AND CONSENT OF MORTGAGEES. Owner shall provide an executed joinder and consent in substantially the form attached as **Exhibit "F"** ("Joinder and Consent") and incorporated herein from any mortgage or lien holder having an interest in the Property evidencing such person or entity's agreement in granting Toho exclusive service rights under this Agreement and to any Easements. Additionally, this requirement shall apply to those Easement areas located outside of the Property and necessary for the provision of Services. In the event the Property is part of a Community Development District ("CDD"), Owner shall also provide a joinder and consent from the respective CDD. Should Owner claim there to be no mortgage or other lien that would otherwise require the execution of the joinder and consent for the issuance of such easement, Owner shall provide a duly executed affidavit confirming such information.

SECTION 10. OWNERSHIP OF FACILITIES AND CONNECTION FOR SERVICE.

10.1 Owner and Lessee/Builder acknowledge and agree that the Facilities conveyed to Toho under this Agreement shall at all times remain in the complete and exclusive ownership of Toho and any person or entity owning any part of the Property, or any residence, building, or other improvement constructed thereon shall not have, or

be entitled to claim, any right, title, claim, or interest in or to such Facilities, or any part thereof, for any purpose including without limitation the furnishing of water, wastewater, and/or reuse/reclaimed water services to persons or entities within or beyond the limits of the Property. This section shall not apply to Toho-approved private water, wastewater, and/or reuse/reclaimed systems, with the exception of those portions remaining under ownership and control of Toho, including without limitation water meters and backflow preventers. The foregoing notwithstanding, backflow devices serving commercial properties shall be owned, controlled, maintained, repaired, and replaced by Owner.

10.2 Owner, including any owner of any parcel of the Property or any occupant of any residence or building located thereon, and Lessee/Builder shall not have the right to and shall not connect any customer installation to the Facilities without prior approval by Toho.

10.3 Unless otherwise mutually agreed by the Parties, in the event of any existing well(s), Owner and Lessee/Builder shall be responsible for ensuring the well(s) is(are) abandoned in accordance with the specifications set forth by both FDEP and the appropriate water management district. Mutual agreement among Owner, Lessee/Builder, and Toho shall be required for the construction of any new well(s) or improvement requiring a consumptive use permit. At Toho's option, and for reimbursement as good and adequate consideration, Owner or Lessee/Builder shall transfer the consumptive use permit for such new and/or existing well(s) in order for Toho to capture the permitted allocation. The reimbursement shall be in the form of SDC credits, for use in connection with development on the Property, in an amount equal to the actual, reasonable costs of well construction, but in any case no more than \$ ____.

10.4 If wastewater collection (sanitary sewer) service is not available to serve the Property as of the Effective Date, but subsequently becomes available to the Property in accordance with Toho policies and regulations, Owner or < lessee/Builder>must (i) connect to the sanitary sewer main within 90 days of issuance of a notice of availability by Toho and (ii) decommission the on-site septic system, both at no expense to Toho. In any case, the provision of wastewater collection service shall not begin until Owner or Lessee/Builder has received authorization from Toho and Owner and Lessee/Builder are in full compliance with Toho rules and regulations regarding SDCs.

10.5 If reuse/reclaimed water service is not available to serve the Property as of the Effective Date, but subsequently becomes available in accordance with Toho policies and regulations, Owner or Lessee/Builder must connect to the reuse/reclaimed water system at no expense to Toho within 90 days of issuance of a notice of availability by Toho. In the event the reuse/reclaimed water main is placed into service more than ten (10) years after the date Toho accepts the Facilities, or if the Property is subject to a homeowners' association and turnover of control of the homeowners' association to the respective homeowners has occurred, costs for connection shall be the responsibility of the respective property owners. In any case, the provision of reuse/reclaimed water

service shall not begin until Owner or Lessee/Builder has received authorization from Toho.

SECTION 11. PROVISION OF SERVICES; PAYMENT OF RATES; RESERVATION OF CAPACITY.

11.1 Upon acceptance of the Facilities by Toho, Toho agrees to permit connection of the Facilities to the Toho System and to provide Services in accordance with the terms and conditions set forth herein. Toho will assume responsibility for the operation, maintenance, repair, and replacement of the Facilities, subject to continued compliance by Owner, Lessee/Builder, and/or customer(s) with all applicable Toho requirements for such Service. Notwithstanding the foregoing, assumption of operation and maintenance responsibility for the Facilities does not replace Lessee/Builder's obligation to provide, and Toho's ability to draw on, the maintenance guarantee required in this Agreement.

11.2 All connections shall be in accordance with the rules and regulations of the Florida Department of Health and the FDEP, or successor agencies.

11.3 Once Toho has commenced providing Services to the Property and Owner, Lessee/Builder, and/or other lawfully connected customer installations to the Facilities, Toho will continue to provide Services in accordance with applicable laws, including rules and regulations and rate schedules, in a manner that conforms to the requirements of applicable governmental agencies having jurisdiction over the Services.

11.4 As a condition of receiving Service, Owner, including owners of individual tracts, parcels, or lots within the Property, and/or Lessee/Builder shall provide payment for connection fees, SDCs, and any other fees and charges, as applicable, in accordance with Toho's then-current rules, regulations, and policies.

11.5 Owner and/or Lessee/Builder shall provide payment to Toho for the Services received in accordance with Toho's payment policies, as may be amended from time to time. Failure to provide payment for Services within the prescribed payment period may result in penalties, fees, and suspension or termination of Services for the respective Services recipient, to the extent allowable by law. The rates to be charged by Toho to Owner or Lessee/Builder or to a consumer or occupant for Services on the Property shall be those rates charged by Toho to its other consumers pursuant to service rates in effect as may be amended from time to time.

11.6 Notwithstanding any provision herein to the contrary, Toho reserves the right to establish, revise, modify, and enforces its rules, regulations, and rates associated with the provision of Services to the Property, or any portion thereof. Such rules, regulations, and rates shall be reasonable and subject to approval by the Board.

11.7 All rules, regulations, and rates in effect or placed in effect in accordance with the preceding Section shall be binding upon Owner, Lessee/Builder, and any person or entity receiving Services from Toho under this Agreement.

SECTION 12. PRIVATE UTILITIES. Improvements approved by Toho for Private Utilities must comply this Agreement; including the Special Conditions, and consistent with Toho's rights pursuant to the Easements and Additional Easements. Any future improvements to Private Utilities are the sole responsibility of Owner and/or Lessee/Builder, including any such improvements needed to accommodate changes to the Facilities.

SECTION 13. GENERAL CONDITIONS.

13.1 Prior to Toho providing water and sewer services, Owner, including owners of individual tracts, parcels, and lots within the Property, and/or Lessee/Builder, as applicable, shall provide to Toho architectural floor and plumbing plans for the interior spaces within the proposed Improvements for SDC and hazardous waste assessments.

13.2 Owner and/or Lessee/Builder, as applicable, shall identify and provide locations for all water, sewer, and reuse/reclaimed water service lines and mains belonging to other utility companies (e.g., gas, power, telephone, and cable) and coordinate with builder(s)/construction contractors to avoid conflicts and/or damage to the service lines and mains. In addition to the foregoing, Owner and/or Lessee/Builder, as applicable, shall be responsible for compliance with the following:

13.2.1 All utility appurtenances, including without limitation transformer junction boxes, shall be separated from all water, sewer, and reuse/reclaimed service lines and mains in accordance with then-current Standards and Specifications.

13.2.2 Water, sewer, and reuse/reclaimed water service lines shall not be located, nor shall they terminate, under any driveway(s).

13.2.3 Owner and/or Lessee/Builder, as applicable, shall be responsible for any necessary repair and/or correction, including all associated costs, resulting from any conflict(s) between water, sewer, and/or reuse/reclaimed water mains / Services and any other utilities and/or driveways. Toho shall not be responsible for any costs associated with such repairs and/or corrections.

13.3 Tree plantings shall maintain a horizontal separation from water, sewer, and reuse/reclaimed water mains and service lines in accordance with then-current Standards and Specifications. Toho retains the right, but not the obligation, to move or relocate any and all landscape materials, including tree plantings, that fail to maintain the minimum separation requirements set forth in the Standards and Specifications. Any

such removal and/or relocation shall be at Owner and/or Lessee/Builder's expense, as applicable, and at no expense to Toho.

13.4 If the Development and/or Improvements will introduce grease, oil, sand, and/or mud, Owner and/or Lessee/Builder, as applicable, shall ensure that the proper pretreatment structure (e.g., grease trap/interceptor, oil interceptor, sand / mud trap) is provided. Such pretreatment structure shall be sized in accordance with the current edition of Toho's Standards and Specifications. In the event the initial pretreatment structure constructed proves to be insufficient in capacity, as determined by Toho in its sole discretion, Owner and/or Lessee/Builder, as applicable, shall increase the capacity of the pretreatment structure, at no cost to Toho, until compliance with the Standards and Specifications has been fully met.

13.5 Unless otherwise specified in the Special Conditions, all tracts, parcels, and lots within the Property that contain an irrigation system shall require the purchase of a reuse/reclaimed water meter or irrigation meter from Toho. Owner shall be responsible for notifying all builders of this requirement.

13.6 All existing water, sewer, and reuse/reclaimed water appurtenances, mains, and services impacted by any Improvements within the Property, required by the local governing body as a condition of approval, shall be relocated to the satisfaction of Toho and at no expense to Toho.

13.7 Owner and/or Lessee/Builder, as applicable, shall comply with all Toho Efficiency Program ("TEP") requirements in effect at the start of each phase of construction. TEP submittals must be submitted electronically to Toho's Water Conservation Coordinator at TEPSubmittals@tohowater.com and be either approved or under review prior to plan approval for the Improvements.

13.8 Lessee/Builder shall electronically submit landscape and irrigation plans to Toho's Water Conservation Coordinator at TEPSubmittals@tohowater.com for review and approval ("TEP Submittal"). Irrigation equipment and products must be selected to conserve water using smart technology and must be designed to operate in compliance with the then-current TEP's yearly irrigation requirements, based on the date of issuance of the initial building permit. For phased Development, the TEP submittal must be updated at initiation of each phase. In addition, an irrigation schedule and water budget table of predicted monthly usage by zone must be submitted to Toho for review and approval. Repeat violations shall be subject to enforcement including fines and potential suspension or termination of service.

13.9 All landscape and irrigation plans must include all lots and common areas for the Property. Landscaping must be designed to use Florida friendly plants, including plants and grasses requiring low-volume irrigation in the front planting beds. In order to meet the applicable TEP irrigation criteria across the entire development, Owner and/or

Lessee/Builder, as applicable, may prohibit irrigation in all or portions of the back and side-yard areas and/or common area planting beds.

13.10 Unless and to the extent otherwise specified in the Special Conditions, Toho's maintenance and repair responsibilities shall be limited to potable and irrigation meters only and shall end at the Point of Delivery with the end user, as further described in the Standards and Specifications. Notwithstanding the foregoing, Toho shall retain ownership and responsibility for any water meters and backflow devices located on private residential property. Likewise, Toho shall retain ownership and responsibility for any water meters located on commercial property; however, backflow devices serving commercial property shall be owned, controlled, maintained, repaired, and replaced by Owner.

13.11 Prior to Toho's execution of this Agreement, Owner and Lessee/Builder have each provided a notarized affidavit confirming compliance with Section 787.06, Florida Statutes, regarding human trafficking ("Human Trafficking Affidavit"), as may be amended, in substantially the form attached as Exhibit "G."

13.12 Owner and/or Lessee/Builder shall timely pay to Toho SDCs in accordance with Toho's then-current System Development Charge Resolution.

13.13 The availability of reuse/reclaimed water to serve the Development shall be equal to the wastewater produced by the Development.

SECTION 14. INDEMNIFICATION.

14.1 To the fullest extent permitted by law, Owner and Lessee/Builder, jointly and severally, shall defend, hold harmless, and indemnify Toho and Toho's officers, agents, and employees from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, attorney fees, and court costs that may arise because of the negligence (whether active or passive) or misconduct, in whole or in part (whether joint, concurrent, or contributing), of Owner, Lessee/Builder, and/or their officers, agents, employees, contractors, and/or subcontractors in performance or non-performance of Owner and/or Lessee/Builder's obligations under the Agreement. Owner and Lessee/Builder recognize the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to Toho with counsel acceptable to Toho, as and when necessary, and voluntarily make this covenant and expressly acknowledge the receipt of good and valuable consideration provided by Toho in support of these indemnification, legal defense, and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive any termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Owner or Lessee/Builder of their liability and obligation to defend, hold harmless, and indemnify Toho as set forth in this article of the Agreement. Nothing herein shall be construed as a waiver of Toho's sovereign immunity

or of the protections or provisions of Section 768.28, Florida Statutes. Owner and Lessee/Builder shall each require each of its agents, contractors, and subcontractors to agree in writing to the provisions of this Section.

14.2 To the fullest extent permitted by law, Owner and Lessee/Builder, each on behalf of itself and its successors, assigns, heirs, grantees, and representatives hereby assumes sole and entire responsibility for: (a) bodily injury (including death) and (b) any and all damage to the Property and/or Improvements, whether located on the Property or off-site, as more specifically identified in the Final Plans, including associated assets, as a direct or indirect result of any construction, maintenance, repair, and/or ongoing use of the Facilities, whether inside or outside of the Easement areas as may be dedicated by recorded plat or other separate legal instrument, sustained as a result of Toho's approval for, and construction of, any existing and/or future Improvements.

14.3 To the fullest extent permitted by law, Owner and Lessee/Builder, each on behalf of itself and its successors, assigns, heirs, grantees, representatives, contractors, permittees, and invitees hereby agrees to release, indemnify, defend (with legal counsel acceptable to Toho), and hold harmless Toho, the Board, the Board members, and Toho's officers, employees, contractors, and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including without limitation attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever including without limitation bodily injury to persons (including death) and damage to the Property, Improvements and/or associated assets, or damage or failure to Facilities, or any combination thereof, arising out of or related in any way to the encroachment of any Improvement that has been or may be constructed into any Easement area, unless such failure of the Facilities is solely and exclusively due the negligence or intentional misconduct of Toho officers, employees, contractors, or authorized agents.

SECTION 15. RECORDING; BINDING AGREEMENT; ASSIGNMENT.

15.1 This Agreement shall be recorded in the Public Records of Osceola County, Florida, not later than ten (10) days after the Effective Date, at no cost to Toho.

15.2 All terms and provisions of this Agreement are binding upon the Parties and their respective successors and assigns. Further, all terms and provisions of this Agreement and all rights, privileges, benefits, and burdens created hereunder are covenants running with the Property and shall inure to the benefit and burden of Owner and Lessee/Builder and their successors and assigns.

15.3 Notwithstanding the foregoing, Owner and Lessee/Builder shall have no right to assign their rights and obligations under this Agreement to any other party except where: a) Owner or Lessee/Builder, as applicable, has obtained the prior written consent

of Toho to such an assignment, sale, or disposition (which shall not be unreasonably withheld, conditioned, or delayed); b) the assignment is in direct connection with a bona fide sale of the Property or a portion thereof, and Toho is notified in writing of such an assignment; and c) the assignee pays all of Toho's administrative costs incurred in connection with such assignment and assumes all of the duties and obligations of the assignor under this Agreement. Owner expressly acknowledges and agrees that sale, conveyance, or any divestiture of any portion of the Property shall not release Owner of its rights and responsibilities hereunder as to the remainder of the Property still within Owner's control.

15.4 Toho shall have the right to assign or transfer this Agreement or the rights and responsibilities contained herein to any properly authorized commission, authority, corporation, or other public or private person, firm, or entity without the consent of either Owner or Lessee/Builder.

SECTION 16. NOTICES.

16.1 For a notice or other communication under this Agreement to be valid, it must be in writing and signed by the sending Party, and the sending Party must use one of the following methods of delivery: (a) personal delivery; (b) registered or certified mail, in each case return receipt requested and postage prepaid; or (c) nationally recognized overnight courier, with all fees prepaid. Although delivery via email is permitted, it must be followed by delivery via one of the methods (a) – (c) above and any such delivery via email is not deemed to have been received pursuant to subsection 16.3 until such delivery pursuant to methods (a) – (c) above is deemed to have been received pursuant to subsection 16.3.

16.2 For a notice or other communication under this Agreement to be valid, it must be addressed to the receiving Party at one or more of the address(es) listed below for the receiving Party or to such other address as may be designated by the receiving Party in accordance with this SECTION 16.

Toho: Tohopekaliga Water Authority
Manager Private Development and Construction
Inspection Service
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
Email:rbiron@tohowater.com

Copy to: Tohopekaliga Water Authority
Office of General Counsel
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Owner: City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Copy to: Director of Aviation
Kissimmee Gateway Airport
401 Dyer Boulevard
Kissimmee, FL 34741-4613

Lessee/Builder: James B. Davis Jr
Jr. Davis Construction Company, Inc.
210 Hangar Rd.,
Kissimmee, FL 34741

16.3 Subject to subsection 16.4, a valid notice or other communication under this Agreement is effective when received by the receiving Party. A notice or other communication is deemed to have been received as follows:

16.3.1 If it is delivered in person or sent by registered or certified mail or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and

16.3.2 If the receiving Party rejects or otherwise refuses to accept delivery, or if such notice or communication cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

16.4 If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving Party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.

16.5 Any notice requiring prompt action shall be contemporaneously sent by email.

SECTION 17. SURVIVAL OF COVENANTS. The rights, privileges, obligations, and covenants of Owner, Lessee/Builder, and Toho shall survive the completion of the Work by Lessee/Builder and its contractors with respect to completing the Facilities for the Property, or any portion thereof.

SECTION 18. ENTIRE AGREEMENT; AMENDMENTS; GOVERNING LAW.

18.1 This Agreement, including all documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the Parties, and shall supersede

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Owner's Initials: _____
Toho Project Name: Jr Davis Maintenance Bldg. (SP 22 - 0008)
Toho Project No. 220059.xx.ma

any and all previous written or verbal agreements or representations in effect among Owner, Lessee/Builder, and Toho with respect to the matters contained herein.

18.2 This Agreement may be amended only by the recording of a written instrument in the Public Records of Osceola County, Florida, executed and acknowledged by (a) Toho or its successors or assigns and (b) Owner and Lessee/Builder or their successor(s) in title to the Property. Notwithstanding the foregoing, in the event the Property is subdivided, it is intended that only Toho and such owner(s) of the subdivided property impacted by such amendment shall be required to execute any such amendment.

18.3 The failure to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation or as to any other breach or violation occurring prior to or subsequent thereto.

18.4 This Agreement and any of the actions directly or indirectly associated herewith shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or rules thereof that may direct the application of the laws of another jurisdiction, and by all applicable resolutions and regulations of Toho.

SECTION 19. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT.

The following exhibits are hereby incorporated and made a part of this Agreement:

- a) **Exhibit "A"** - Legal Description and Sketch of Description
- b) **Exhibit "B"** - Special Conditions
- c) **Exhibit "C"** - Required Completion Documents
- d) **Exhibit "D"** - Form of Bill of Sale
- e) **Exhibit "E"** - Form of Easement
- f) **Exhibit "F"** - Form of Joinder and Consent
- g) **Exhibit "G"** - Affidavit re: Human Trafficking

SECTION 20. VENUE; JURY WAIVER; ATTORNEYS' FEES AND COSTS.

20.1 For any legal proceeding arising out of or relating to this Agreement, each Party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Judicial Circuit Court in and for Osceola County, Florida. Should any federal claim arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

20.2 To the fullest extent permitted by law, the Parties hereby irrevocably waive any right they may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

20.3 The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation arising either directly or indirectly from this Agreement.

SECTION 21. MISCELLANEOUS.

21.1 Records Management. Owner or Lessee/Builder, as applicable, shall maintain all books, records, and documents directly related to the construction of the Facilities for a period of five (5) years from the time of issuance of a Certificate of Completion and acceptance of the Facilities by Toho. All records will be maintained in accordance with standard engineering practices, Toho requirements, and generally accepted accounting practices. In the event of any litigation, claim, or audit prior to the end of the five-year period, records shall be maintained by Owner or Lessee/Builder, as applicable, until such time as the litigation, claim, or audit finding(s) involving such records has been resolved.

21.2 Public Records Compliance. To the extent Owner or Lessee/Builder, as applicable, is acting on behalf of Toho as provided under Section 119.0701 of the Florida Statutes, Owner or Lessee/Builder, as applicable, shall:

21.2.1 Keep and maintain public records required by Toho to perform the services under this Agreement.

21.2.2 Upon request from Toho's custodian of public records, provide Toho with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Florida Public Records Act or otherwise provided by law.

21.2.3 If Owner or Lessee/Builder, as applicable, does not transfer the records to Toho, 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 construction.

21.2.4 Upon completion of construction, at no cost to Toho, transfer all public records in possession of Owner or Lessee/Builder, as applicable, or keep and maintain public records required by Toho to perform Service. If Owner or Lessee/Builder, as applicable, transfers all public records to Toho upon completion of construction, Owner or Lessee/Builder, as applicable, shall destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. If Owner or Lessee/Builder, as applicable, keeps and maintains public records upon completion of construction, then Owner or Lessee/Builder, as applicable, shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Toho, upon request from Toho's custodian of public records, in a format that is compatible with the information technology systems of Toho.

21.2.5 If Owner or Lessee/Builder, as applicable, fails to provide the public records to Toho within a reasonable time, Owner or Lessee/Builder, as applicable, may be subject to penalties under Section 119.10, Florida Statutes, as may be amended.

IF OWNER OR Lessee/Builder HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING OWNER OR <LESSEE/BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT TOHO'S CUSTODIAN OF PUBLIC RECORDS AT: publicrecordsrequests@tohowater.com, 407-944-5162, 951 Martin Luther King Boulevard Kissimmee, FL 34741.

21.3 Compliance with Laws. Lessee/Builder shall, and shall ensure that Lessee/Builder's contractors and subcontractors shall, comply with all federal, state, and local laws, rules, and regulations and Toho resolutions and regulations relevant to this Agreement. Lessee/Builder shall comply in all respects with all applicable legal requirements governing its duties, obligations, and business practices and shall obtain all necessary permits and licenses necessary for its operations and performance under this Agreement. Lessee/Builder shall take no action in violation of any applicable legal requirement that could result in liability being imposed on Toho and shall likewise ensure the same of all of its contractors and subcontractors at every tier.

21.4 No Waiver of Sovereign Immunity. Nothing contained herein shall constitute, or be in any way construed to be, a waiver of Toho's sovereign immunity or of the protections and provisions of Section 768.28, Florida Statutes. Any provision(s) of this Agreement determined to be contrary to Section 768.28, Florida Statutes, or to create any liability or waive any immunity under state or federal law, except as specifically provided for herein, shall be considered void and of no effect.

21.5 Independent Contractors. The Parties agree that the relationship between Lessee/Builder and Toho established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any agency or employment relationship between Toho and any of its employees and Lessee/Builder and any of its employees. Neither Party shall have any right, power, or authority to assume,

create, or incur any expense, liability, or obligation, express or implied, on behalf of the other.

21.6 Force Majeure. Neither Party shall be held responsible for any delay or failure in the performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, quarantine, pandemic, epidemic, or other similar cause beyond such Party's control and without the fault or negligence of the delayed or non-performing Party. The affected Party will notify the other Party in writing within fourteen (14) calendar days after the beginning of any such cause or event that would affect the affected Party's performance.

21.7 Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of and shall be binding upon the Parties and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a Party to this Agreement or an authorized successor or assignee thereof.

21.8 Disclaimer of Security. Notwithstanding any other provision of this Agreement, Owner and Lessee/Builder each expressly acknowledges and agrees (1) that it has no pledge of or lien upon any real property of Toho (including, specifically, Toho's Facilities), any personal property of Toho, or any existing or future revenue source of Toho (including, specifically, any revenues or rates, fees, or charges collected by Toho in connection with Toho's Facilities) as security for any amounts of money payable by Toho under this Agreement and (2) that its rights to any payment or credit under this Agreement are subordinate to the rights of all holders of any stocks, bonds, or notes of Toho, whether currently outstanding or hereafter issued.

21.9 Agreement not a Commitment for Schedule. There shall be no liability whatsoever on the part of Toho for failure to supply Services to Owner, Lessee/Builder, or the Property according to Owner and/or Lessee/Builder's needs or schedules. The Parties acknowledge and agree that this Agreement constitutes a promise of good faith and not a timetable for delivery of Services.

21.10 Covenant not to Engage in Utility Business. As a further consideration of this Agreement, Owner and Lessee/Builder shall not engage in the business of providing Services to the Property. The Parties acknowledge and agree that the foregoing provision shall be a covenant running with the land, and Owner hereby grants Toho the sole and exclusive right and privilege to provide Services to the Property, including the occupants and consumers of each residence, building, and unit constructed thereon.

21.11 Survivorship. Those provisions that by their nature are intended to survive the expiration, cancellation, or termination of this Agreement including, by way of example

only, the indemnification provision, shall survive the expiration, cancellation, or termination of this Agreement.

21.12 Severability. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement so long as the rights and obligations of the Parties contained therein are not materially prejudiced, and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared severable.

21.13 Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective Party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above terms and conditions and intends to fully abide by the terms and conditions as set forth herein.

21.14 Construction of Agreement. The Parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed against the other Party as if it were the drafter of this Agreement.

21.15 Employment Eligibility Verification (E-Verify).

21.15.1 As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Florida Statutes, as may be amended, Lessee/Builder and its contractors and subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

21.15.2 Lessee/Builder shall require each of its contractors and subcontractors to provide Lessee/Builder with a notarized affidavit stating that the contractor and/or subcontractor does not employ, contract with, or subcontract with any unauthorized alien. Lessee/Builder shall maintain a copy of every contractor and subcontractor affidavit pursuant to the records retention requirements of this Agreement.

21.15.3 Lessee/Builder and/or any contractor or subcontractor who has a good faith belief that a person or entity with which it is contracting knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this Section, shall terminate the contract with such person or entity.

21.15.4 Toho, upon a good faith belief that a contractor or subcontractor has knowingly violated one or more of the provisions of this Section, but that Lessee/Builder otherwise complied, shall promptly notify Lessee/Builder and Lessee/Builder shall immediately terminate the contract

with such contractor or subcontractor.

21.15.5 A contract terminated under the provisions of this Section is not a breach of contract and may not be considered as such. Lessee/Builder acknowledges that upon termination of this Agreement by Toho for a violation of this Section by Owner and/or Lessee/Builder, Owner or Lessee/Builder, as applicable, may not be awarded a public contract for at least one (1) year after the date of such termination. A challenge to any such termination may be filed in the applicable circuit or county court not later than twenty (20) days after the date of such termination. Owner and Lessee/Builder further acknowledge that Owner and/or Lessee/Builder, as applicable, will be liable for any additional costs incurred by Toho as a result of termination of any contract for a violation of this Section.

21.15.6 Lessee/Builder and its contractor(s) and subcontractor(s) shall insert in any subcontract(s) the clauses set forth in this Section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontract(s). Lessee/Builder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.

21.15.7 Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: <http://www/dhs/gov/E-verify>.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives,
have executed this Agreement as of the Effective Date.

TOHOPEKALIGA WATER AUTHORITY

By: _____
Henry Thacker, Chairman
Board of Supervisors

Date: _____

Attest: _____
Tom White, Secretary
Board of Supervisors

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by Henry Thacker, as Chairman of the Board of Supervisors of Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, on behalf of the district. He is personally known to me or has produced _____ identification.

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

Page **25** of **36**

Owner's Initials: _____
Toho Project Name: Jr Davis Maintenance Bldg. (SP 22 - 0008)
Toho Project No. 220059.xx.ma

Signed, sealed and delivered
in the presence of:

CITY OF KISSIMMEE, a municipal corporation

By: _____
Jackie Espinosa, its Mayor

Date: _____

Attest: _____

Print Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization this ____ day of _____, 2025, by Jackie Espinosa, as Mayor of the City of Kissimmee, a municipal corporation of the State of Florida, on behalf of the City. S/He is __ personally known to me or __ has produced _____ as identification and did (did not) take an oath.

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

Signed, sealed and delivered
in the presence of:

JR. DAVIS CONSTRUCTION COMPANY, INC.
a Florida corporation

By: [Signature]
Name: Dalimar Rivera
Address: 210 Hanger Rd
Kissimmee, FL 34741

By: [Signature]
James B. Davis, Jr., its President

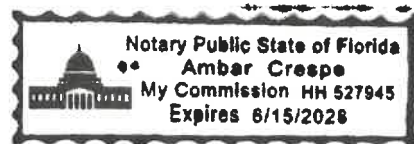
By: [Signature]
Name: Asa De Armas
Address: 210 Hanger Rd
Kissimmee, FL 34741

[Corporate Seal]

STATE OF Florida
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization this 16 day of JUNE, 2025, by James B. Davis, Jr., as President of Jr. Davis Construction Company, Inc., a Florida corporation authorized to do business in the State of Florida, on behalf of the corporation. S/He is ☒ personally known to me or ☐ has produced _____ as identification and did (did not) take an oath.

Ambar Crespo
Signature of Person Taking Acknowledgment
Ambar Crespo
Name of Acknowledger Typed, Printed or Stamped
Notary Public
Title or Rank
HH 527945
Serial Number, if any.

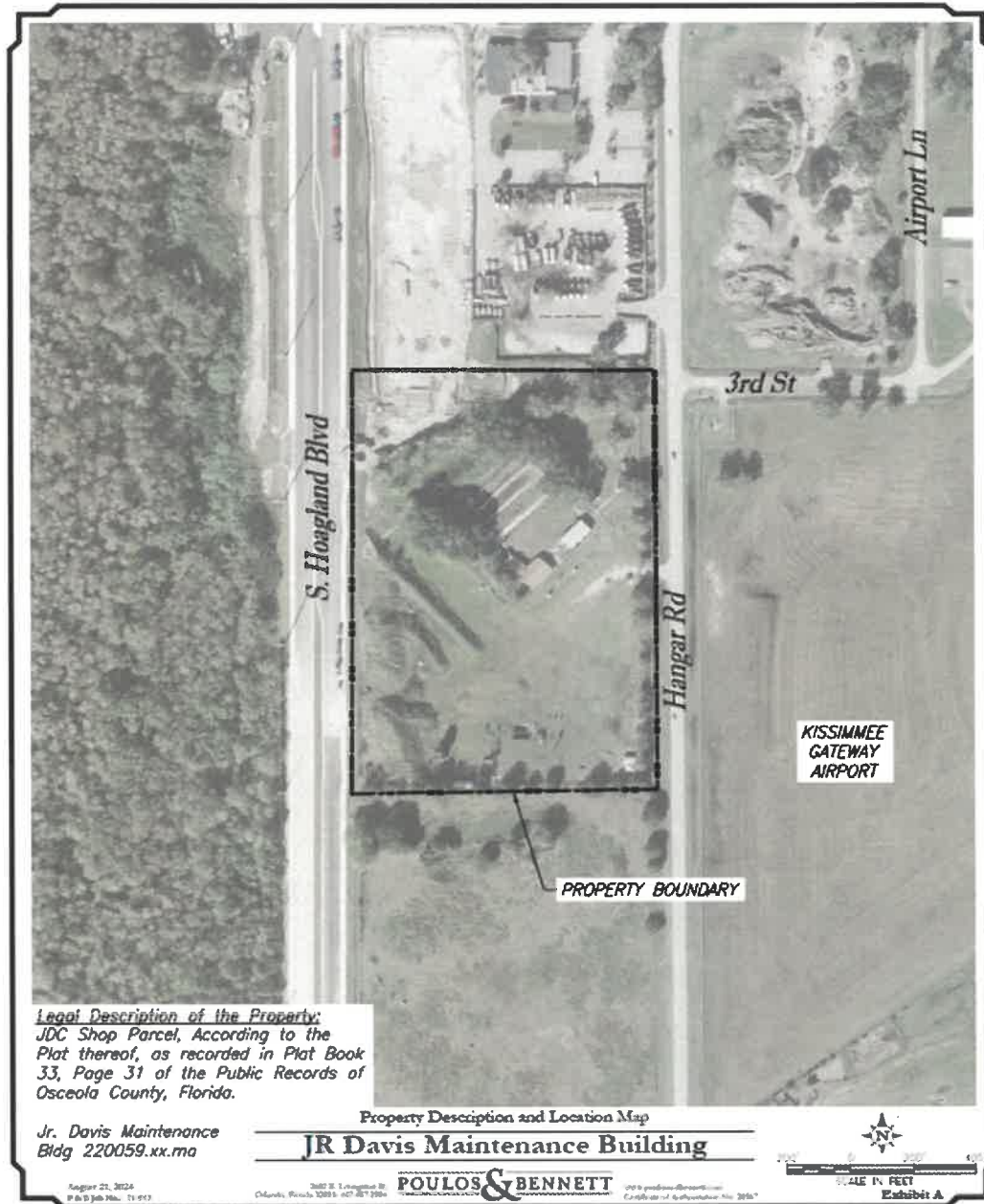


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Owner's Initials: _____
Toho Project Name: Jr Davis Maintenance Bldg. (SP 22 - 0008)
Toho Project No. 220059.xx.ma

EXHIBIT "A"

LEGAL DESCRIPTION AND SKETCH OF DESCRIPTION



Owner's Initials: _____
Toho Project Name: Jr Davis Maintenance Bldg. (SP 22 - 0008)
Toho Project No. 220059.xx.ma

EXHIBIT "B"

SPECIAL CONDITIONS

(3 page(s) attached)

1. LESSEE/BUILDER shall provide TOHO architectural floor and plumbing plans of the interior spaces within the buildings proposed at Jr Davis Maintenance Bldg, hereinafter referred to as "Project", for system development charge and hazardous waste assessments prior to water and sewer service initiation.
2. LESSEE/BUILDER shall coordinate locations for all water, sewer and reuse services and mains with other utility companies (i.e., gas, power, telephone, cable) and the home builder(s) to avoid conflicts or damage to the services and mains. The following conditions apply:
 - a. Transformer junction boxes shall not be allowed over water, sewer or reuse services or mains.
 - b. Water, sewer and reuse services shall not be located under house driveways.
 - c. During the development of any and all lots of the subdivision and the multifamily section LESSEE/BUILDER shall be responsible for the repair or correction of any conflicts between water, sewer and reuse mains/services and other utilities/driveways at LESSEE/BUILDERS's expense until all buildings are constructed.
3. Tree plantings shall maintain a minimum of five feet horizontal separation from water, sewer and reuse mains and services. Tree plantings that do not meet this minimum distance shall be relocated at LESSEE/BUILDER's expense.
4. LESSEE/BUILDER shall timely pay to TOHO system development charges in accordance with Toho's current System Development Charge Resolution.
5. All existing water, reuse and force mains along Hangar Road impacted by Jr. Davis Maintenance Bldg SP 22 - 0008 proposed Hangar Road roadway improvements shall be relocated at the expense of LESSEE/BUILDER to the satisfaction of TOHO
6. TOHO's water, sewer and reuse operation and maintenance responsibility shall be limited to the potable and irrigation meters only. The remainder of the system shall be privately maintained by LESSEE/BUILDER.

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Owner's Initials: _____
Toho Project Name: Jr Davis Maintenance Bldg. (SP 22 - 0008)
Toho Project No. 220059.xx.ma

7. LESSEE/BUILDER shall provide TOHO site access and utility easements around the potable and irrigation meters for operation and maintenance.
8. If the Project will introduce grease, oil, sand and/or mud the proper pretreatment structure (i.e., grease trap/interceptor, oil interceptor, sand/mud trap) shall be provided by LESSEE/BUILDER sized in accordance to TOHO's standards and specifications. If the pretreatment structure initially constructed proves to be of insufficient capacity as determined by TOHO, it will be required for LESSEE/BUILDER to increase the capacity of the pretreatment structure until an acceptable effective level of service is provided.
9. If a reuse main is installed and placed into service in an easement adjacent to the Hangar Road right-of-way or within the Hangar Road right-of-way, the Project shall be required to connect to the reuse system at any future time when said reuse main becomes available. Connection to the reuse main shall occur at LESSEE/BUILDER's sole expense within 180 days of the above reclaim main being placed into service unless:
 - i. The reuse main is placed into service more than 10 years after the date the improvements contemplated by this DSA are accepted by TOHO; or
 - ii. If applicable, the members of the homeowner's association have elected a majority of the members of the board of directors of the homeowners' association as permitted or required by Subsection 720.307(1) of Florida Statutes (or its successor statute).
10. LESSEE/BUILDER is responsible for maintaining and repairing all water, wastewater and non-potable water facilities located on the Property, it is understood and agreed that TOHO has a permanent non-exclusive license to enter the Property and make any repairs or perform any maintenance, deemed necessary by TOHO to protect public health. TOHO may utilize such license and make such repairs or perform such maintenance if LESSEE/BUILDER fails to perform such repairs or maintenance within twenty-four (24) hours of notice from TOHO to LESSEE/BUILDER that such repair and/or maintenance is necessary, provided that in TOHO's sole determination such repairs are not required on an emergency basis. If emergency repairs are required in the sole judgment of TOHO, then TOHO may make the needed repairs immediately without notice to LESSEE/BUILDER. LESSEE/BUILDER hereby agrees to reimburse TOHO for all of TOHO's costs and expenses in making such repairs and/or maintenance within thirty (30) days of invoice from TOHO. LESSEE/BUILDER further agrees that it will fully indemnify and reimburse TOHO for any and all liability or costs that TOHO may incur.
11. LESSEE/BUILDER must electronically submit landscape and irrigation plans to TWA's Water Conservation Coordinator at TEPSubmittals@tohowater.com for

review and approval prior to plan approval. Irrigation equipment and products must be selected to conserve water using smart technology and must be designed to operate on 28-inches or less of irrigation each year. In addition, an irrigation schedule and water budget table of predicted monthly usage by zone must be submitted to TWA for review and approval. Repeat violations shall be subject to enforcement including fines and potentially suspension or termination of service.

12. All landscape and irrigation plans must include all lots and common areas for the Project. Landscaping must be designed to use Florida friendly plants, which include plants and grasses requiring low-volume irrigation in the front planting beds. In order to meet the irrigation criteria of 28-inches or less across the entire development, LESSEE/BUILDER may prohibit irrigation in all or portions of the back and side-yard areas, and/or common area planting beds.
13. The availability of reuse water to serve the Project shall be equal to the wastewater produced by the Project.
14. Upon written approval from TOHO, the LESSEE/BUILDER may install an approved supplemental irrigation source to provide irrigation to pervious common areas. This system cannot interconnect with the TOHO reuse system. Total irrigation provided to the pervious irrigated common areas may not exceed 28 inches per year and common areas must comply with TOHO's Efficiency Program (TEP).

[Remainder of page intentionally left blank]

EXHIBIT "C"

REQUIRED COMPLETION DOCUMENTS

1. Recorded Easements (dedicated to Tohopekaliga Water Authority)
2. Recorded warranty deed(s) - related to lift station(s)
3. Final plat (electronically) and list of Section, Township Range, and Parcel (S.T.Ra.P.) numbers for all lots in the Development.
4. Electronic "Record" or "As-Built" drawings, electronically, and three (3) sets of hard copy Record Drawings
5. Contractor's Letter of Warranty for a two (2)-year period after Facility Acceptance (signed and sealed by P.E. or Notarized)
6. Contractor's Letter of Waiver and Recorded release of Lien
7. Engineer's Signed and Sealed Letter of Certification
8. Copies of all tests required by the FDEP or governing State or local Health Department as well as any other tests deemed necessary by the Standards and Specifications.
9. Applications for certification of completion required by the FDEP or governing State or local Health Department.
10. Bill of Sale for conveyed Facilities with accurate cost records establishing the construction cost of the completed additions (a copy of related construction contracts duly certified by a Notary of the State of Florida as true and correct copies of the originals required).

EXHIBIT "D"
FORM OF BILL OF SALE
(03 page(s) attached)

Page **33** of **36**

Owner's Initials: _____
Toho Project Name: Jr Davis Maintenance Bldg. (SP 22 - 0008)
Toho Project No. 220059.xx.ma

EXHIBIT "E"
FORM OF EASEMENT
(05 page(s) attached)

EXHIBIT "F"
FORM OF JOINDER/CONSENT
(1 page attached)

EXHIBIT "G"
HUMAN TRAFFICKING AFFIDAVIT
(1 page attached)

Owner's Initials: _____
Toho Project Name: Jr Davis Maintenance Bldg. (SP 22 - 0008)
Toho Project No. 220059.xx.ma

Human Trafficking Affidavit

Instructions: "Nongovernmental Entity", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority ("Toho"), must complete the following form. The terms "Contract" and "Agreement" may be used interchangeably.

The undersigned, on behalf of Jr. Davis Construction Company, Inc.
(the "Nongovernmental Entity"), hereby attests as follows:

- A. The Nongovernmental Entity understands and affirms that Section 787.06(13), Florida Statutes, prohibits Toho from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
 - "Labor" means work of economic or financial value.
 - "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B. The Nongovernmental Entity hereby attests, under penalty of perjury, that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

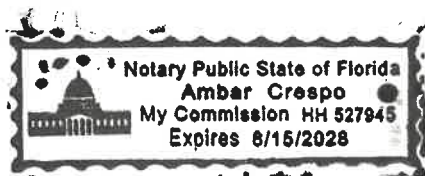
I, the undersigned, hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Nongovernmental Entity. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.**

Authorized Signature: [Signature] Date: 06/16/2025
Printed Name: JAMES B. DAVIS JR Title: President

STATE OF Florida
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of JUNE, 2025, by JAMES B. DAVIS JR, as President on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

[Signature]
Signature of Notary Public
Ambar Crespo
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____



ITEM 7.G

City Consent and Joinder as Mortgagee to Easement from Pinnacle at Wesleyan, LLC to Toho Water Authority

Request

Approval of the required consent and joinder to permit execution of an easement from the Pinnacle at Wesleyan to Toho Water Authority.

Explanation

On June 6, 2023, the City Commission approved HOME funding in the amount of \$500,000 to subsidize the construction of a 96-unit multifamily complex known as Pinnacle at the Wesleyan Apartments. The City holds a mortgage on the property.

In connection with the development, the developer must grant Tohopekaliga Water Authority ("TOHO") an easement for water and sewer utilities and infrastructure. As a mortgagee, City must consent to the easement. The easement rights transferred to TOHO will survive any foreclosure of the City's mortgage.

Recommendation

Approval to execute the required joinder to allow the Toho Water Authority Easement for the Pinnacle at Wesleyan development.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) Wesleyan - Joinder by City to TOHO Easement(29555583.2)
2. Sketch and Description
3. Toho Utility Easements
4. Wesleyan - TOHO Bill of Sale_Private Development 2024(29609034.2)
5. Wesleyan - TOHO Easement_Private Development Project 2024(29609033.2)

**CONSENT AND JOINDER BY MORTGAGEE
CITY OF KISSIMMEE
(EASEMENT)**

City of Kissimmee, a Florida municipal corporation (the “Mortgagee”), the holder of that certain Mortgage from Pinnacle at the Wesleyan, LLC, a Florida limited liability company (the “Mortgagor”) to and in favor of Mortgagee, dated November 29, 2023 and recorded December 1, 2023 in Official Records Book 6512, Page 2507, in the Public Records of Osceola County, Florida (the “Mortgage”), which Mortgage constitutes a lien and encumbrance upon Mortgagor’s interest in the real property described in the foregoing Easement (the “Property”), hereby consents to and joins in the foregoing Easement, and agrees that the easement described therein shall survive any foreclosure, assignment or transfer of Mortgagor’s interest in the Property in lieu of foreclosure of the Mortgage, and shall be binding upon all persons (including, without limitation, Mortgagee), and their successors in title claiming all or any portion of the Property. Nothing in this Consent and Joinder shall be construed to affect the priority or lien of the Mortgage.

[Signature Page Follows]

Dated this _____ day of _____, 2025.

CITY OF KISSIMMEE, a Florida
municipal corporation

By: _____

Name: _____

Title: Mayor

ATTEST:

By: _____
_____, City Clerk

STATE OF _____)
_____) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2025, by _____
as _____ of City of Kissimmee, a Florida municipal corporation. He/she is
personally known to me or produced _____ as identification.

(Notary Seal)

Print Name: _____

Commission No.: _____

Notary Public, State of _____

My Commission Expires: _____

SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)

UTILITY EASEMENT

LOT 3, SHINGLE CREEK PLAZA
OSCEOLA COUNTY, FLORIDA

LEGAL DESCRIPTION

A PORTION OF LOT 3, SHINGLE CREEK PLAZA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGES 2 AND 3 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 3, SHINGLE CREEK PLAZA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGES 2 AND 3 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN N 00°05'40" W ALONG THE EAST RIGHT-OF-WAY LINE OF WESLEY CREEKSIDE DRIVE AND THE WEST LINE OF SAID LOT 3 A DISTANCE OF 226.93 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE AND WEST LINE OF SAID LOT 3 RUN N 89°59'24" E, A DISTANCE OF 102.93 FEET; THENCE RUN S 00°10'35" E, A DISTANCE OF 36.31 FEET; THENCE RUN N 89°53'44" E, A DISTANCE OF 14.16 FEET; THENCE RUN N 00°13'25" W, A DISTANCE OF 18.62 FEET; THENCE RUN N 89°55'53" E, A DISTANCE OF 14.33 FEET; THENCE RUN S 00°00'36" E, A DISTANCE OF 62.07 FEET; THENCE RUN S 59°17'16" W, A DISTANCE OF 41.03 FEET; THENCE RUN S 30°42'44" E, A DISTANCE OF 10.00 FEET; THENCE RUN N 59°17'16" E, A DISTANCE OF 46.65 FEET; THENCE RUN S 68°51'13" E, A DISTANCE OF 10.52 FEET; THENCE RUN S 00°02'17" W, A DISTANCE OF 91.72 FEET; THENCE RUN S 51°08'05" W, A DISTANCE OF 15.89 FEET; THENCE RUN N 89°50'57" W, A DISTANCE OF 72.29 FEET; THENCE RUN S 00°00'00" E, A DISTANCE OF 20.00 FEET; THENCE RUN S 89°50'57" E, A DISTANCE OF 79.32 FEET; THENCE RUN N 51°08'05" E, A DISTANCE OF 21.40 FEET TO A POINT HERENAFTER REFERRED TO AS POINT OF REFERENCE "A"; THENCE RUN S 88°30'20" E, A DISTANCE OF 95.28 FEET; THENCE RUN S 00°02'03" W, A DISTANCE OF 7.22 FEET; THENCE RUN S 89°57'57" E, A DISTANCE OF 10.28 FEET; THENCE RUN N 00°02'03" E, A DISTANCE OF 6.96 FEET; THENCE RUN S 88°30'20" E, A DISTANCE OF 156.03 FEET; THENCE RUN N 52°21'30" E, A DISTANCE OF 89.94 FEET; THENCE RUN N 01°49'49" W, A DISTANCE OF 405.03 FEET TO A POINT ON THE SOUTH LINE OF A 50.00 FOOT WIDE DRAINAGE AND UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 664, PAGE 663, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE RUN S 89°42'46" W, A DISTANCE OF 350.80 FEET TO A POINT HERENAFTER REFERRED TO AS POINT OF REFERENCE "B"; THENCE DEPARTING SAID SOUTH LINE RUN S 00°00'00" E, A DISTANCE OF 86.00 FEET; THENCE RUN N 89°59'27" W, A DISTANCE OF 12.65 FEET; THENCE RUN S 00°00'00" E, A DISTANCE OF 10.00 FEET; THENCE RUN S 89°59'27" E, A DISTANCE OF 45.74 FEET; THENCE RUN S 00°00'00" E, A DISTANCE OF 77.01 FEET; THENCE RUN S 89°59'37" W, A DISTANCE OF 31.94 FEET; THENCE RUN N 31°35'25" E, A DISTANCE OF 11.70 FEET; THENCE RUN N 89°59'24" E, A DISTANCE OF 7.62 FEET; THENCE RUN S 00°00'36" E, A DISTANCE OF 50.18 FEET; THENCE RUN S 89°59'24" W, A DISTANCE OF 131.48 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF WESLEY CREEKSIDE DRIVE AND WEST LINE OF SAID LOT 3; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND WEST LINE OF SAID LOT 3 RUN S 00°05'40" E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

RETURN TO AFOREMENTIONED POINT OF REFERENCE "A"; THENCE RUN S 88°30'20" E, A DISTANCE OF 8.16 FEET; THENCE RUN N 01°29'40" E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S 88°30'20" E, A DISTANCE OF 66.35 FEET; THENCE RUN N 00°00'00" E, A DISTANCE OF 67.37 FEET; THENCE RUN N 90°00'00" E, A DISTANCE OF

(CONTINUED ON SHEET 2) SURVEYOR'S NOTES

- 1) NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
- 3) BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE. (NAD 83, 2007 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS) FOR THE WEST LINE OF LOT 3, SHINGLE CREEK PLAZA, PLAT BOOK 7, PAGE 2 & 3, OSCEOLA COUNTY, FLORIDA BEING N00°05'40"W

PROJECT: 24038

FOR SKETCH
06/11/2025
SHEET 1 OF 4

PREPARED BY:

I CERTIFY THAT THIS MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472, FLORIDA STATUTES.

DAVID M. MCERMOTT
06/11/2025
FLORIDA REGISTERED SURVEYOR AND MAPPER CERTIFICATE No. 4779

**Associated Land Surveying
& Mapping, Inc.**

1681 POWELL STREET, LONGWOOD, FLORIDA 32750
PH (407) 869-5002, FAX (407) 869-8393
CERTIFICATE OF AUTHORIZATION # LB 6767

SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)
UTILITY EASEMENT
LOT 3, SHINGLE CREEK PLAZA
OSCEOLA COUNTY, FLORIDA

LEGAL DESCRIPTION (CONTINUED FROM SHEET 1)

27.22 FEET; THENCE RUN S 00°00'00" E, A DISTANCE OF 16.37 FEET; THENCE RUN N 89°44'38" W, A DISTANCE OF 7.22 FEET; THENCE RUN S 00°00'00" E, A DISTANCE OF 51.56 FEET; THENCE RUN S 88°30'20" E, A DISTANCE OF 159.96 FEET; THENCE RUN N 52°21'20" E, A DISTANCE OF 16.52 FEET; THENCE RUN N 34°26'12" W, A DISTANCE OF 32.66 FEET; THENCE RUN S 00°00'00" E, A DISTANCE OF 17.28 FEET; THENCE RUN N 90°00'00" E, A DISTANCE OF 28.47 FEET; THENCE RUN N 52°21'20" E, A DISTANCE OF 36.09 FEET; THENCE RUN N 01°51'01" W, A DISTANCE OF 10.33 FEET; THENCE RUN N 89°15'10" W, A DISTANCE OF 24.04 FEET; THENCE RUN N 00°43'42" E, A DISTANCE OF 103.17 FEET; THENCE RUN N 90°00'00" W, A DISTANCE OF 7.47 FEET; THENCE RUN N 00°01'05" E, A DISTANCE OF 29.39 FEET; THENCE RUN N 90°00'00" E, A DISTANCE OF 7.84 FEET; THENCE RUN N 01°07'01" E, A DISTANCE OF 5.77 FEET; THENCE RUN N 03°46'18" W, A DISTANCE OF 62.38 FEET; THENCE RUN S 79°00'33" W, A DISTANCE OF 19.29 FEET; THENCE RUN N 10°59'27" W, A DISTANCE OF 10.00 FEET; THENCE RUN N 79°00'33" E, A DISTANCE OF 20.56 FEET; THENCE RUN N 03°46'18" W, A DISTANCE OF 97.24 FEET; THENCE RUN S 89°39'52" W, A DISTANCE OF 68.15 FEET; THENCE RUN S 00°20'08" E, A DISTANCE OF 24.57 FEET; THENCE RUN N 90°00'00" W, A DISTANCE OF 26.80 FEET; THENCE RUN S 00°00'00" E, A DISTANCE OF 29.44 FEET; THENCE RUN S 89°40'20" W, A DISTANCE OF 169.03 FEET; THENCE RUN S 00°02'17" W, A DISTANCE OF 146.35 FEET; THENCE RUN S 89°42'51" E, A DISTANCE OF 10.24 FEET; THENCE RUN N 00°13'42" W, A DISTANCE OF 9.82 FEET; THENCE RUN S 89°57'39" E, A DISTANCE OF 20.28 FEET; THENCE RUN S 00°13'42" E, A DISTANCE OF 19.92 FEET; THENCE RUN N 89°57'43" W, A DISTANCE OF 10.00 FEET; THENCE RUN S 00°02'17" W, A DISTANCE OF 63.08 FEET; THENCE RUN N 90°00'00" E, A DISTANCE OF 9.85 FEET; THENCE RUN S 00°01'05" W, A DISTANCE OF 20.72 FEET; THENCE RUN N 90°00'00" W, A DISTANCE OF 13.85 FEET; THENCE RUN S 00°02'19" W, A DISTANCE OF 73.60 FEET; THENCE RUN N 90°00'00" E, A DISTANCE OF 26.66 FEET; THENCE RUN S 00°00'00" E, A DISTANCE OF 17.89 FEET; THENCE RUN N 90°00'00" W, A DISTANCE OF 12.86 FEET; THENCE RUN S 21°08'47" W, A DISTANCE OF 10.00 FEET; THENCE RUN N 68°51'13" W, A DISTANCE OF 10.95 FEET; THENCE RUN S 00°02'17" W, A DISTANCE OF 53.44 FEET; THENCE RUN S 89°57'43" E, A DISTANCE OF 3.56 FEET; THENCE RUN S 00°02'17" W, A DISTANCE OF 10.00 FEET; THENCE RUN N 89°57'43" W, A DISTANCE OF 3.56 FEET; THENCE RUN S 00°02'17" W, A DISTANCE OF 17.33 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

RETURN TO AFOREMENTIONED POINT OF REFERENCE "B"; THENCE RUN S 89°42'46" W, A DISTANCE OF 94.02 FEET TO THE POINT OF BEGINNING; THENCE RUN S 00°14'30" E, A DISTANCE OF 20.62 FEET; THENCE RUN S 89°44'04" W, A DISTANCE OF 15.15 FEET; THENCE RUN N 00°19'13" W, A DISTANCE OF 20.61 FEET; THENCE RUN N 89°42'46" E, A DISTANCE OF 15.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 53,936 SQUARE FEET, MORE OR LESS.

PROJECT: 24038

SEE SHEET 2 FOR SKETCH
06/11/2025
SHEET 2 OF 4

*Associated Land Surveying
& Mapping, Inc.*

1681 POWELL STREET, LONGWOOD, FLORIDA 32750
PH (407) 869-5002, FAX (407) 869-8393
CERTIFICATE OF AUTHORIZATION # LB 6767

SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)
UTILITY EASEMENT
LOT 3, SHINGLE CREEK PLAZA
OSCEOLA COUNTY, FLORIDA

LINE	BEARING	LENGTH
L1	N00°05'40"W	226.93'
L2	N89°59'24"E	102.93'
L3	S00°10'35"E	36.31'
L4	N89°53'44"E	14.16'
L5	N00°13'25"W	18.62'
L6	N89°55'53"E	14.33'
L7	S00°00'36"E	62.07'
L8	S59°17'16"W	41.03'
L9	S30°42'44"E	10.00'
L10	N59°17'16"E	46.65'
L11	S68°51'13"E	10.52'
L12	S00°02'17"W	91.72'
L13	S51°08'05"W	15.89'
L14	N89°50'57"W	72.29'
L15	S00°00'00"E	20.00'
L16	S89°50'57"E	79.32'
L17	N51°08'05"E	21.40'
L18	S88°30'20"E	95.28'
L19	S00°02'03"W	7.22'
L20	S89°57'57"E	10.28'
L21	N00°02'03"E	6.96'
L22	S88°30'20"E	156.03'
L23	N52°21'30"E	89.94'
L24	N01°49'49"W	405.03'
L25	S89°42'46"W	350.80'
L26	S00°00'00"E	86.00'
L27	N89°59'22"W	12.65'
L28	S00°00'00"E	10.00'
L29	S89°59'27"E	12.65'
L30	S00°00'00"E	77.01'
L31	S89°59'37"W	45.74'
L32	S00°03'56"E	20.46'

LINE	BEARING	LENGTH
L33	N89°56'24"E	31.94'
L34	N31°35'25"E	11.70'
L35	N89°59'24"E	7.62'
L36	S00°00'36"E	50.18'
L37	S89°59'24"W	131.48'
L38	S00°05'40"E	20.00'
L39	S88°30'20"E	8.16'
L40	N01°29'40"E	20.00'
L41	S88°30'20"E	66.35'
L42	N00°00'00"E	67.37'
L43	N90°00'00"E	27.22'
L44	S00°00'00"E	16.37'
L45	N89°44'38"W	7.22'
L46	S00°00'00"E	51.56'
L47	S88°30'20"E	159.96'
L48	N52°21'20"E	16.52'
L49	N34°26'12"W	32.66'
L50	N00°00'00"E	17.28'
L51	N90°00'00"E	28.47'
L52	S00°00'00"E	23.47'
L53	S34°23'02"E	10.33'
L54	N52°21'20"E	36.09'
L55	N01°51'01"W	68.58'
L56	N89°15'10"W	24.04'
L57	N00°43'42"E	103.17'
L58	N90°00'00"W	7.47'
L59	N00°01'05"E	29.39'
L60	N90°00'00"E	7.84'
L61	N01°07'01"E	5.77'
L62	N03°46'18"W	62.38'
L63	S79°00'33"W	19.29'
L64	N10°59'27"W	10.00'

LINE	BEARING	LENGTH
L65	N79°00'33"E	20.56'
L66	N03°46'18"W	97.24'
L67	S89°39'52"W	68.15'
L68	S00°20'08"E	24.57'
L69	N90°00'00"W	26.80'
L70	N00°00'00"E	29.44'
L71	S89°40'20"W	169.03'
L72	S00°02'17"W	146.35'
L73	S89°42'51"E	10.24'
L74	N00°13'42"W	9.82'
L75	S89°57'39"E	10.00'
L76	S00°13'42"E	19.92'
L77	N89°57'43"W	20.28'
L78	S00°02'17"W	63.08'
L79	N90°00'00"E	9.85'
L80	S00°01'05"W	20.72'
L81	N90°00'00"W	13.85'
L82	S00°02'19"W	73.60'
L83	N90°00'00"E	26.66'
L84	S00°00'00"E	17.89'
L85	N90°00'00"W	12.86'
L86	S21°08'47"W	10.00'
L87	N68°51'13"W	10.95'
L88	S00°02'17"W	53.44'
L89	S89°57'43"E	3.56'
L90	S00°02'17"W	10.00'
L91	N89°57'43"W	3.56'
L92	S00°02'17"W	17.33'
L93	S89°42'46"W	94.02'
L94	S00°14'30"E	20.62'
L95	S89°44'04"W	15.15'
L96	N00°19'13"W	20.61'
L97	N89°42'46"E	15.17'

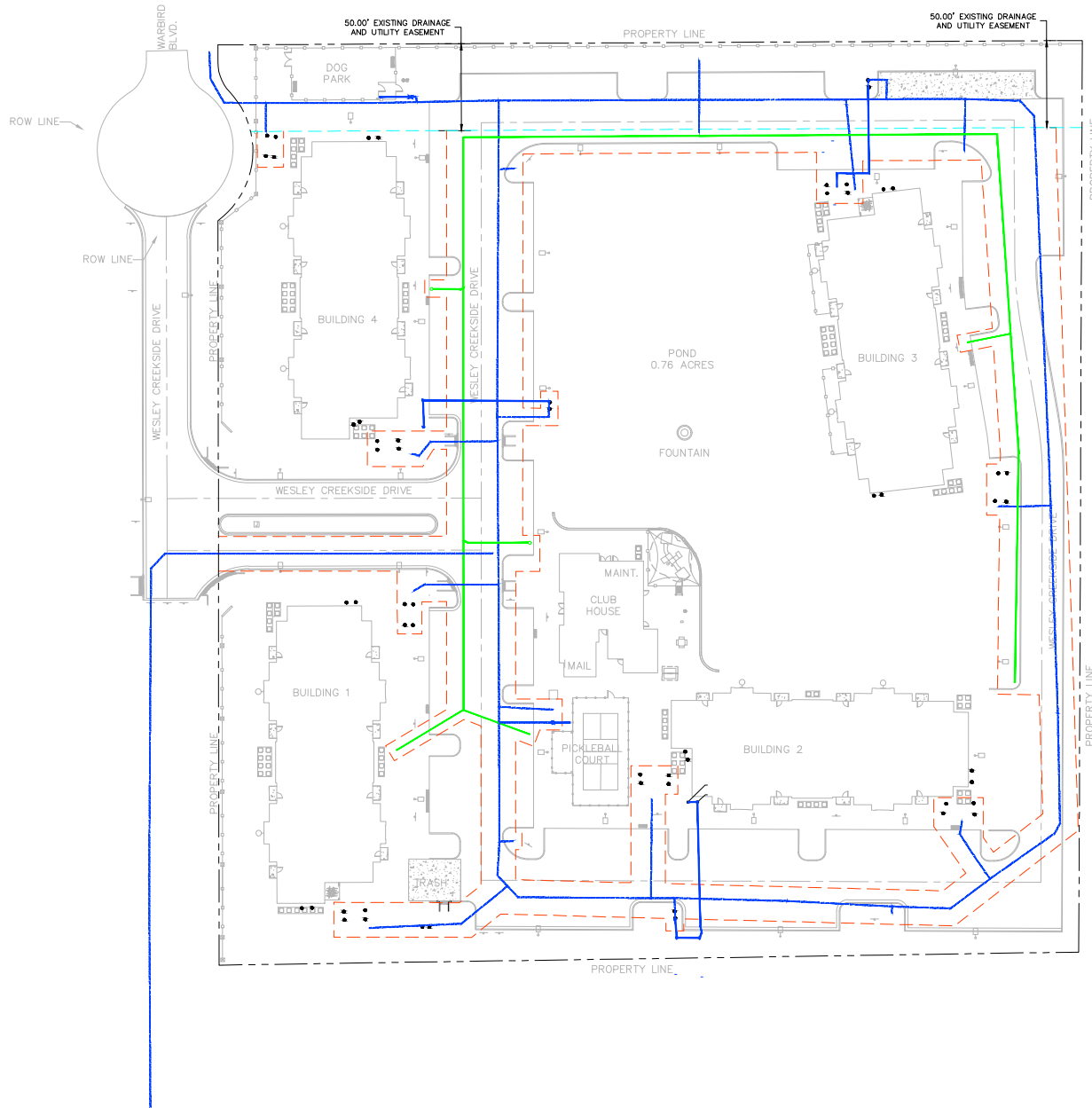
PROJECT: 24038

SEE SHEET 1 FOR DESCRIPTION
06/11/2025
SHEET 4 OF 4

*Associated Land Surveying
& Mapping, Inc.*

1681 POWELL STREET, LONGWOOD, FLORIDA 32750
PH (407) 869-5002, FAX (407) 869-8393
CERTIFICATE OF AUTHORIZATION # LB 6767

FILE NAME: G:\PROJECTS\2022\WESLEYAN\TOHO UTILITY EASEMENTS.DWG
DATE: 12 JUN 2022
USER: J. LAMAR



LEGEND
WATER LINE
SANITARY SEWER LINE
TOHO EASEMENT
EXISTING DRAINAGE AND
UTILITY EASEMENT



ELEV. DATUM: NAVD88
NAVD88 = NGVD29 - 0.93'

HARRIS
Harris Civil Engineers, LLC
1200 E. Hillcrest Street
Suite 200
Orlando, Florida 32803
Phone: (407) 629-4777
Fax: (407) 629-7888
www.harrisengineers.com
EIR 9814

**PINNACLE AT THE WESLEYAN
(THE COVE)**
PINNACLE COMMUNITIES, LLC
CITY OF KISSIMMEE, FLORIDA

Revisions		
No.	Date	Description
1		
2		
3		
4	06/16/22	QTY/TWA DATED 2022-07-12
5		
6		
7	06/15/24	RFL, SILT FENCE, TRASH
8		
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22		
23		
24		
25		

**TOHO EASEMENT
EXHIBIT**
Scale: As Noted
Date:
Project No: 07254001
Design: ocs
Drawn: KAT
Checked: AK

Release:
OFFSITE DISCHARGE
06/11/2025

EX-1

DRC-21-00090

Toho Project Name: Pinnacle at the Wesleyan
Toho Project #: Enter Project #

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Pinnacle at the Wesleyan, LLC, a Florida limited liability company (the "Seller"), for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money (and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged) to it paid by the Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature ("Toho"), has granted, bargained, sold, transferred, set over and delivered, and by these presents does hereby grant, bargain, sell, transfer, set over and deliver unto Toho, its successors and assigns, all the goods, rights, title, interests, chattels and properties owned by Seller which are used or held for use by Seller exclusively in connection with those water and/or wastewater systems of Seller located on the property described on **Exhibit "A"** attached hereto and incorporated herein by this reference, consisting of all water, wastewater, and reclaimed water lines and other related utility facilities (collectively the "Utility System") constructed and used in connection with the provision of water, wastewater, and reclaimed water utility services. The assets being conveyed hereunder shall hereinafter be referred to as the "Utility Assets."

TO HAVE AND TO HOLD the same unto Toho, its successors and assigns to its and their own use and benefit forever, from and after the date hereof.

Seller represents and warrants to Toho that (i) Seller is the sole owner of and has good and marketable title to the Utility Assets, free and clear of all liens, encumbrances, claims and demands; (ii) Seller has not previously sold or assigned the Utility Assets to any other party; and (iii) Seller will freely and fully warrant and defend the Utility Assets against the lawful claims of any person claiming by, through, or under the Seller.

Seller hereby assigns any and all warranties and guaranties it possesses from any third parties relating to the construction and/or installation of the Utility Assets, to the extent such warranties and guaranties are assignable.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Seller has caused this instrument to be executed as of the date and year written below.

SELLER:

Pinnacle at the Wesleyan, LLC, a Florida limited liability company

By: PC Wesleyan, LLC, a Florida limited liability company, its Authorized Member

By: _____

Printed Name: David O. Deutch

Title: President

Address: 9140 S. Dadeland Blvd., Suite 700

Miami, FL 33156

Date: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by David O. Deutch, as President of PC Wesleyan, LLC, a Florida limited liability company, the Authorized Member of Pinnacle at the Wesleyan, LLC, a Florida limited liability company, on behalf of the companies, who is personally known to me or has produced _____ as identification.

(Stamp below)

Notary Public

Printed Name: _____

My Commission No. _____

My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

Prepared by or under the direction of
Anthony J. Cotter, General Counsel
And after recording return to:
Office of the General Counsel
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Project Name/#: Pinnacle at the Wesleyan, _____

Parcel ID No.: 18-25-29-2148-0001-0030

----- (Space above this line for recording data) -----

EASEMENT

THIS EASEMENT is made and granted this _____ day of _____ 2025, by **PINNACLE AT THE WESLEYAN, LLC**, a Florida limited liability company (the “**Grantor**”), having its principal place of business located at 9100 S. Dadeland Boulevard, Suite 700, Miami, FL 33156, to the **TOHOPEKALIGA WATER AUTHORITY (“TOHO”)**, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, having its principal place of business located at 951 Martin Luther King Blvd., Kissimmee, Florida 34741. (Grantor and TOHO are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

1. **Grant of Easement.** Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration receipt and sufficiency of which is hereby acknowledged, does hereby authorize the use of and hereby grants to TOHO, its successors and assigns, a perpetual non-exclusive utility easement across a parcel of real property in Osceola County, Florida, as more particularly described in attached **Exhibit A** (the “**Easement Area**”), for the purposes of: (a) installing, maintaining, operating, repairing, refiguring, or reconstructing water and wastewater utilities and associated facilities within the Easement Area (collectively, the “**Facilities**”); (b) all other rights and privileges reasonably necessary, in TOHO’s sole discretion, for the safe, reliable, and efficient installation, operation, repair, and maintenance of the Facilities; and (c) ingress and egress to the Easement Area for the above-stated purposes, subject to the terms and provisions set forth herein.

2. **Grantor’s Use of Easement Area.** Grantor may continue to use the Easement Area for any lawful purposes that do not unreasonably interfere with the Facilities and/or easement rights granted to TOHO in this instrument, which may include parking, paving, sidewalks, green spaces, recreational areas, and drive aisles for motor-vehicles. Additionally, Grantor may continue to use the Easement Area for lighting and landscaping, in accordance with TOHO approved plans or as may otherwise be approved by TOHO in its reasonable discretion. Notwithstanding the foregoing, however, Grantor shall not place any permanent structures or improvements such as buildings or foundations on, over, or across the Easement Area. TOHO shall have the right to remove any such permanent structures or improvements placed on, over, or across the Easement Area at the expense of Grantor, and TOHO shall have the right to clear the Easement Area of trees, limbs, vegetation, or other physical objects which endanger or interfere with the safe or efficient installation, operation, maintenance, repair, or replacement of Facilities existing within the Easement Area.

3. **TOHO's Use of Easement Area.**

a. TOHO will, at its sole cost and expense, restore the surface of any disturbed portion of the Easement Area to its original condition as near as is reasonably practical, the damage or disturbance to which shall have been caused by the installation, maintenance, operation, repair, inspection, replacement or removal of the Facilities or other exercise by TOHO of its rights under this instrument. Such restoration shall be completed within a commercially reasonable time following completion of the work that caused the damage or disturbance. In the event the required restoration is not completed by TOHO, Grantor shall provide TOHO with written notice of same, and Grantor shall thereafter have the right to undertake all reasonably necessary restoration and recover from TOHO the actual, third party out of pocket expenses incurred in connection therewith. The provisions of this section shall expressly survive the termination of this Agreement.

b. Any rights granted hereunder shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto.

c. TOHO shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area or any other property in connection with the exercise of TOHO's rights hereunder.

d. If this Easement shall be abandoned by TOHO or terminated in any manner, TOHO shall be allowed a reasonable period of time thereafter for the purpose of removing any of the Facilities supplied by TOHO and thereafter all rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to the GRANTOR.

e. The use of the easement granted in this instrument does not run to the public and no rights hereunder are granted or approved except for the purposes and use by TOHO, and its agents, successors, and assigns for the uses and purposes stated herein.

4. **Relocation.** If Grantor's future orderly development of the premises is in physical conflict with the Facilities, TOHO shall, within commercially reasonable timeframe after receipt of written request from Grantor, relocate said facilities to another mutually agreed upon easement area in Grantor's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to TOHO the full expected cost of the relocation as estimated by TOHO, and (b) GRANTOR shall execute and deliver to TOHO, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, TOHO will create and record a document thereby Releasing the portion vacated by such relocation.

5. **Amendment and Termination.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Osceola County, Florida.

6. **Attorney Fees.** Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, and costs of collection all as reasonably incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes.

7. **Miscellaneous.** The terms "Grantor" and "TOHO" shall include any and all respective heirs, successors, and assigns of Grantor and TOHO. Any failure by TOHO or Grantor to exercise or continue to exercise or enforce any of the rights granted in this instrument shall not be construed as a waiver or abandonment of the right to at any time, or from time to time, exercise any and all such rights. The rights, privileges and easements granted and conveyed hereunder shall be a burden upon the Easement Area and exist for the benefit of and shall run with title to the applicable property.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Grantor has authorized and caused the execution of this instrument as of the date first above written. Grantor warrants that it is the record owner of the lands to be encumbered by this instrument, that it has the full right and authority to convey to TOHO this perpetual non-exclusive Easement, and that TOHO shall have quiet and peaceful possession, use, and enjoyment of the same, subject to the terms and conditions set forth herein.

WITNESS #1

Print Name: _____
Address: _____

WITNESS #2

Print Name: _____
Address: _____

GRANTOR:

Pinnacle at the Wesleyan, LLC, a Florida limited liability company

By: PC Wesleyan, LLC, a Florida limited liability company, its Authorized Member

By: _____
Printed Name: David O. Deutch
Title: President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by David O. Deutch, as President of PC Wesleyan, LLC, a Florida limited liability company, the Authorized Member of Pinnacle at the Wesleyan, LLC, a Florida limited liability company, on behalf of the companies, who is personally known to me or has produced _____ as identification.

(Seal)

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

EXHIBIT A

[Sketch and Legal]

[SEE ATTACHED _____ PAGE(S)]

ITEM 7.H

Subordination and Resolution of Utility Interests Agreement for Parcel No. 154.04

Request

Approval of the Subordination Agreement and Resolution of Parcel No. 154.04 (Contract# 20250310), in favor of the Florida Department of Transportation (FDOT), relating to the State Road 400 improvement project in Osceola County.

Explanation

The Florida Department of Transportation (FDOT) has identified utility interests held by the City of Kissimmee in Parcel No. 154.04, located along State Road 400 (Section 92130, F.P. No. 431456-1), which is within the limits of a future FDOT transportation improvement project. FDOT is requesting a subordination of these utility interests to facilitate the project. The subordination agreement provides the City with the right to continue operating, maintaining, and modifying its facilities within the easement area in accordance with FDOT standards, and includes provisions for cost reimbursement should relocation or adjustments be required. The agreement preserves operational flexibility for the City while supporting necessary transportation development.

Recommendation

Approval of the Subordination Agreement and Resolution of Parcel No. 154.04 and authorization for the Mayor to execute the necessary documents.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) 154.04 Resolution
2. (S) 154.04 Subordination (Kissimmee)
3. Utility Easement Agreement - Parcel No. 154.04

UTL05-04/19
July 7, 2025
This instrument prepared by
Tammy Mackey
Under the direction of
J. RYAN MAHLER, II, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 154.04 RES
SECTION 92130
F.P. NO. 431456-1
STATE ROAD 400
COUNTY OSCEOLA

RESOLUTION #_____

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 400, Section No. 92130, F.P. No. 431456-1, in Osceola County, Florida: and

WHEREAS, it is necessary that certain easement rights now owned by the City of Kissimmee, Florida, be subordinate to the rights of the State of Florida Department of Transportation: and

WHEREAS, said subordination is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Kissimmee, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in DeLand, Florida, should be drawn and executed by _____, on behalf of this Board of City Commissioners.

PARCEL NO. 154.04 RES
SECTION 92130
F.P. NO. 431456-1
PAGE 2

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA

COUNTY OF OSCEOLA

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the City Council of Kissimmee, Florida, at a meeting held on the _____ day of _____, _____.

Mayor - Commissioner

City Clerk
City of Kissimmee, Florida

Approved as to form and legality:

23-UTL04/19

July 7, 2025

This instrument prepared by

Tammy Mackey

Under the direction of

J. RYAN MAHLER, II, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 154.04

SECTION 92130

F.P. NO. 431456-1

STATE ROAD 400

COUNTY OSCEOLA

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and THE CITY OF KISSIMMEE, FLORIDA, a municipal corporation, hereinafter called City.

WITNESSETH:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's current or future as more particularly provided facilities, relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL 154
FEE SIMPLE

SECTION 92130
F.P. NO. 431456-1

THAT PART OF:

PARCEL NO. 154.04
SECTION 92130
F.P. NO. 431456-1
PAGE 2

Lot 3, Block 1, Magnolia Creek, as recorded in Plat Book 12, Pages 70 through 79 of the Public Records of Osceola County, Florida.

(BEING a portion of the lands described in Official Records Book 5476, Page 65 of the Public Records of Osceola County, Florida)

DESCRIBED AS FOLLOWS:

COMMENCE at a 5"x5" concrete monument with a 2.5" brass disk stamped "JONES WOOD GENTRY RLS 1585 RLS 1819 T25S 23/26 R27E", marking the Southwest corner of the Southeast 1/4 of Section 23, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence South 00°07'07" West along the East line of the Northwest 1/4 of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, a distance of 2656.53 feet to a 4"x4" concrete monument with disk stamped "PLS 3522", marking the Southeast corner of the Northwest 1/4 of said Section 26 as shown on said map; thence North 89°54'36" West along the South line of the Northwest 1/4 of said Section 26, a distance of 2666.55 feet to PI Station 116+19.31 on the Centerline of Survey of County Road 545 as shown on said map, said point also being the Southwest corner of the Northwest 1/4 of said Section 26; thence South 89°59'40" West along the South line of the Northeast 1/4 of Section 27, Township 25 South, Range 27 East, Osceola County, Florida, a distance of 66.93 feet to a point on the West Right of Way line of County Road 545 as shown on said map, said point also being the POINT OF BEGINNING; thence departing said South line, run South 00°08'02" East along said West Right of Way line, a distance of 24.34 feet to the beginning of a curve, concave Southerly and having a radius of 657.00 feet; thence departing said West Right of Way line, from a tangent bearing of North 70°56'11" West, run Northwesterly a distance of 180.80 feet along the arc of said curve, through a central angle of 15°46'02" to the intersection with the existing Southeasterly Limited Access Right of Way Line of State Road 400 as shown on said map; thence North 42°30'19" East along said existing Southeasterly Limited Access Right of Way Line, a distance of 260.90 feet to the most Northerly corner of said parcel 34-25-27-4012-0001-0030, said corner also being on the aforesaid West Right of Way line of County Road 545; thence departing said existing Southeasterly Limited Access Right of Way Line, run South 00°08'02" East along said West Right of Way line, a distance of 202.94 feet to the POINT OF BEGINNING.

TOGETHER WITH all rights of ingress, egress, light, air and view between the Grantor's remaining property and any facility constructed on the above described property.

CONTAINING 19,337 square feet, more or less.

PARCEL NO. 154.04
SECTION 92130
F.P. NO. 431456-1
PAGE 3

RECORDED

Utility Easement in favor of City of Kissimmee ORB 1619 PG 2678 re-recorded in ORB 1622 PG 2170; City of Kissimmee/Ginn-La Orlando II, LLLP, Water Wastewater, and Reclaimed Water System Developer's Service Agreement in favor of City of Kissimmee, a municipal corporation recorded in ORB 2307, Page 131;

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. This City agrees to comply with the provisions of Florida Statute 337.402.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PARCEL NO. 154.04
SECTION 92130
F.P. NO. 431456-1
PAGE 4

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS: _____

By: _____

District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS: _____

By: _____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

PARCEL NO. 154.04
SECTION 92130
F.P. NO. 431456-1
PAGE 5

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

CITY OF KISSIMMEE, FLORIDA
a Florida Municipal Corporation

By: _____
Its Mayor

ATTEST: _____
Its City (or Deputy) Clerk

ADDRESS:

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

Attention: Recording Clerk:

PARCEL ID NOS. R272527-3160000A0010, R272527-3160000D0010,
Prepared by/Record and Return to: R342527-3160000A0010,

R342527-3160000D0020

David H. Simmons, Esq.

R342527-3160000D0010

P.O. Box 87

Orlando, FL 32802-0087

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (hereinafter referred to as the "Easement Agreement") is made and entered into effective as of this 12th day of May, 1999, by SUNTRUST BANK, CENTRAL FLORIDA, N.A. (f/k/a SunBank, National Association), a national banking association, as Trustee (hereinafter referred to as "Trustee"), in favor of the CITY OF KISSIMMEE, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as "City").

WITNESSETH

WHEREAS, Trustee, as trustee under a land trust created pursuant to Section 689.071, et seq., Florida Statutes, and by virtue of that certain Warranty Deed to Trustee Under Land Trust Agreement dated April 3, 1990, recorded in Official Records Book 1012, Pages 2763 through 2791, Public Records of Osceola County, Florida, owns and holds title in and to certain real property known as Magnolia Creek and being more particularly described therein (hereinafter referred to as "Magnolia Creek");

WHEREAS, Trustee City and Rida Associates Limited Partnership entered into that certain Agreement to Provide Utility Easement on December 24, 1998 (the "Utility Agreement"), pursuant to which, among other things, Trustee agreed to grant an easement in favor of City with respect to certain proposed potable water and sanitary sewer lines, as more particularly described therein; and

WHEREAS, in fulfillment of Trustee's obligation to provide the aforesaid easement in favor of City, Trustee wishes to grant unto City certain easement rights as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **GRANT OF EASEMENT.** Trustee hereby grants, bargains, sells, aliens, remises, conveys and confirms unto City a non-exclusive perpetual easement, right and privilege to use the Easement Area as described in Exhibits "A1" and "A2," which exhibits are attached to and incorporated herein by reference (hereinafter collectively referred to as "Easement Areas"), during the term specified in Paragraph 3 below, subject to all the terms and conditions as set forth herein and subject to all recorded and any previously disclosed unrecorded easements, restrictions, conditions and limitations affecting the Easement Areas, for the "Permitted Purposes" (as such term is hereinafter defined in Paragraph 2 below). The

foregoing easement, rights and privileges are hereinafter collectively referred to as the "Easement Rights."

2. **PERMITTED PURPOSES.** Following are the purposes for which the Easement Rights shall be used (herein collectively referred to as the "Permitted Purposes"):

City shall use the Easement Areas for the purpose of constructing, installing, repairing, maintaining, renewing and replacing potable and reuse water and sanitary sewer underground pipelines, as described in and contemplated by the Utility Easement Agreement in such manner consistent with good government and utility standards and practices, and for no other use or purpose whatsoever.

3. **TERM OF EASEMENT AGREEMENT.** Unless the term of this Easement Agreement shall sooner terminate in accordance with the terms hereof, the term of this Easement Agreement shall be perpetual; provided, however, that in the event (i) City vacates, abandons or otherwise fails to operate the aforesaid utilities within the Easement Areas for the Permitted Purposes (excluding therefrom temporary non-use in the normal course of City's business operations, such as repairs, maintenance or *force majeure*), or (ii) City otherwise ceases to use the Easement Areas for the Permitted Purposes (except for temporary non-use as aforesaid), then in either of such events, the term of this Easement Agreement shall, upon the occurrence of such event, expire and be of no further force or effect and, except with respect to any then unsatisfied liabilities which have accrued through the date of such expiration, neither party shall have any further obligation or liability to the other.

4. **EASEMENT ONLY; LIMITATION OF RIGHTS.** This Easement Agreement creates a non-exclusive easement over, under, upon and across the Easement Areas and City acknowledges that City does not and shall not at any time claim any other interest or estate of any kind or extent whatsoever in the Easement Areas or Trustee's adjacent property by virtue of this Easement Agreement or City's use of the Easement Areas pursuant hereto, other than as may be expressly stated herein.

5. **UTILITY SERVICE TO MAGNOLIA CREEK.** City confirms its commitment and obligation, as set forth in the Utility Agreement, to provide at City's sole cost and expense and no cost or expense to Trustee, between 12 and 20 connection points to both water and sewer utilities in order to service Magnolia Creek. The provision of connection points, however, does not waive the City's right, if any, to water and sewer impact fees regarding Magnolia Creek.

6. **COUNTY ROAD 545 AND OTHER ROADS.** The parties hereto acknowledge and agree that the description and location of the Easement Areas have been determined based upon the contemplated future widening (including possible expansion and/or reconfiguration in whole or in part) of that certain right-of-way now known as County Road 545 (hereinafter referred to as "C.R. 545"). The parties hereto further acknowledge and agree that the actual widening activity if and when it occurs may be different than the scope and location of such activity as it is now presently contemplated. In addition, the parties hereto further acknowledge and agree that Trustee may from time to time (but shall not be obligated to) cause the design, construction and operation of other roads and rights-of-way for the purpose of serving and benefiting Magnolia Creek. Accordingly, City shall cooperate and shall use its best efforts in all respects to assist Trustee with respect to any activity necessary or appropriate in connection with C.R. 545 and such other roads as aforesaid, including, but not limited to, any permitting, design, deepening, lowering, moving, adjusting, removing, relocating or otherwise

modifying any utilities installed or maintained by or at the behest of City pursuant to this Easement Agreement. Any out-of-pocket costs or expenses incurred by the City in connection with the foregoing cooperation and assistance shall be paid to the City as provided in paragraph 8(a) below.

7. CONSTRUCTION AND OPERATION OF FACILITIES. City covenants, represents and warrants that it shall construct, operate, repair, maintain and replace the utilities in a good, workmanlike, safe and substantial manner.

8. TRUSTEE'S RESERVATION OF RIGHTS. Trustee expressly reserves unto itself, its successors and assigns, grantees and invitees, the right to use the Easement Areas (including, without limitation, all subsurface and air space rights) in its sole discretion for any uses or purposes which do not unreasonably interfere with City's exercise of its Easement Rights including, without limitation, the following:

(a) To alter the grade in the Easement Areas; provided however, that in the event Trustee wishes to alter the grade in the Easement Areas, Trustee shall first notify City of such intention (and such notification shall include information regarding the proposed grade plan), whereupon City may, within thirty (30) days of the giving of such notification by Trustee, provide Trustee with such information as City deems reasonably necessary to enable Trustee to effect its grade alteration without unreasonably interfering with the Easement Rights of City; provided further, however, that in the event the alteration of such grade shall occur in the Easement Areas and such alteration shall necessitate the relocation of the underground utilities to be located within the Easement Areas, then City shall cause such line to be relocated to a location designated by Trustee and which is reasonably suitable therefor, and Trustee shall pay in advance to the City for all of the City's actual, out-of-pocket costs reasonably incurred in order to relocate such pipelines. City shall provide Trustee with all invoices, receipts and other evidence as may be reasonably requested by Trustee in connection with such costs. The parties shall enter into a modification of this Easement Agreement in order to give effect to such relocation and substitution of Easement Areas;

(b) To plant and place grass, ground cover, bushes, flowers, aesthetic barriers, and landscaping material and install irrigation systems over, under, across, through and upon the Easement Areas;

(c) To use, or to grant to others the right to use, the Easement Areas and any and all space above, around or beneath the Easement Areas for any use or purpose whatsoever including, but not limited to: the relocation of plant and animal species; construction, maintenance, and repair; landscaping; paving; or the laying of utility lines, cables or telephone lines over, on or under the Easement Areas, provided such uses do not unreasonably interfere with City's use of the Easement; and such other utilities shall be responsible for all costs for temporary relocation or adjustment;

(d) To use and allow others to use any roadways or other means of ingress and egress existing or constructed upon the Easement Areas from time to time; and

(e) To grant additional ingress, egress, utility and other easement, licenses or other permissions over, upon, through and under the Easement Areas from time to time, provided that such grants do not unreasonably interfere with City's Easement Rights granted hereunder.

9. RELOCATION. If the Trustee elects from time to time in its sole discretion to develop or cause the development of the Easement Areas or any real property owned or controlled by Trustee of which the Easement Areas are a part (whether from a subdivision or development order standpoint or otherwise), then, upon request therefor by Trustee, City shall, at Trustee's sole cost and expense (as provided in Paragraph 8(a) above), relocate the Easement Areas (whether in whole or in part as requested by Trustee) upon other real property owned by Trustee and designated by Trustee in its sole discretion for that purpose so long as such other property designated by Trustee is reasonably suitable for the purposes for which this Easement Agreement was entered into by City. City shall not be required to pave or otherwise improve any replacement and substitute Easement Areas beyond the extent determined by City in its judgment (subject to compliance with the terms of this Easement Agreement and all "Laws," as hereinafter defined). In the event the parties so relocate the Easement Area, then the parties shall enter into a modification of this Easement Agreement in order to give effect to such relocation and substitution of Easement Areas.

10. COMPLIANCE WITH THE LAWS. In connection with the exercise of its rights and privileges under this Easement Agreement, City shall comply at all times and in all respects with all applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and City shall obtain, maintain and comply with all applicable permits in connection with City's use of the Easement Areas (hereafter collectively referred to as the "Laws"). In addition to the foregoing, City shall not cause or allow any hazardous wastes, toxic substances, or related materials as defined by any Law (hereinafter collectively referred to as the "Hazardous Materials") to be misused, stored or disposed of upon, above, over, through, across or under, the Easement Areas (any of such activity being hereinafter referred to as "Hazardous Materials Activities"). Trustee shall not be liable to City for any Hazardous Materials Activities or violation of any Law caused by City, its employees, agents, contractors, licensees, or invitees. City shall indemnify, defend with counsel approved by Trustee (such approval not to be unreasonably withheld), and hold Trustee harmless from and against any claims, damages, costs and liabilities arising out of any violation of any Law or out of any Hazardous Materials Activities on the part of City or its employees, agents and contractors. Trustee shall indemnify, defend with counsel approved by City (such approval not to be unreasonably withheld), and hold City harmless from and against any claims, damages, costs and liabilities arising out of Trustee's violation of any Law or out of any Hazardous Materials Activities on the part of Trustee. City shall promptly deliver to Trustee true and accurate copies of all applicable permits upon issuance of same and shall pay all costs and expenses incurred with respect to compliance with this Paragraph 10.

11. NOTIFICATION OF NONCOMPLIANCE. City shall notify Trustee within thirty (30) business days, in writing, of any condition occurring or arising out of any act or omission on the part of City, its agents, employees or contractors, which results in noncompliance with any Laws or the issuance of any permits or which result in a condition where additional permits will be required, or which conflict with any permits previously issued to Trustee or an adjacent property owned by Trustee, Herman J. Heidrich & Sons, or by any affiliates of The Walt Disney Company (and their respective successors and assigns). If a condition arises which has led to noncompliance with any Laws or an issued permit, said notification to Trustee shall also include the planned course of action to remedy the situation, at City's sole cost and expense, which

plan shall be subject to Trustee's approval (which shall not be unreasonably withheld). This requirement shall exist throughout the term of this Easement Agreement.

12. REPAIR OF EASEMENT AREAS. City shall, at its sole cost and expense, repair, maintain (and if necessary replace) in good order and repair any and all roadways, fences, gates, drainage systems, shrubs, plants, or other similar improvements constructed or installed from time to time in, upon or under the Easement Areas by or at the behest of City; provided, however, that (i) such obligation shall not apply to any damage or condition caused by the willful or negligent act or omission of Trustee or its lessees, agents, employees, guests, licensees, or invitees, and Trustee hereby agrees to be responsible for the repair or maintenance of any improvements constructed or installed by Trustee (except for any damage or condition to Trustee's improvements caused by the willful or negligent act or omission of City, its employees, agents or contractors, or as otherwise provided under applicable law (i.e., it being understood and agreed that if City is liable under strict liability, then City's acts or omissions need not be willful or negligent), with respect to which City shall indemnify and hold harmless Trustee). Notwithstanding the foregoing, however, City shall not be responsible for damage caused to trees planted in the Easement Area unless such damage was caused by (a) the willful or grossly negligent conduct of City, or (b) City's violation of its obligations under this Easement Agreement.

13. FENCES. Upon request therefor by Trustee, City, at its sole cost and expense, shall install, repair and maintain (as provided in this Easement Agreement) gates at any point where a roadway located within or upon the Easement Areas may cross any existing or future fence. Such gate(s) shall be constructed in a good and workmanlike manner and constructed of materials which are equivalent to such fence. Either Trustee or City may require that such gate(s) include a reasonably secure lock, in which event such lock shall be installed by City at its expense and Trustee and Herman J. Heidrich & Sons, a Florida general partnership, shall be furnished a set of keys with respect thereto. Upon the expiration or sooner termination of the term of this Easement Agreement, Trustee may in its sole discretion elect that any or all of such gate(s) remain upon the Easement Areas (in which event such gate(s) shall automatically become property of Trustee) or that City shall (at City's expense) remove any or all of such gate(s) (in which event City shall, at its expense, restore the opening thereby remaining in the fence in a good and workmanlike manner and with materials which are equivalent to such fence).

14. NO INTERFERENCE BY CITY. City shall not unreasonably interfere with or prevent any development, improvement, activity, construction or use by Trustee of the Easement Areas and Trustee's adjacent property, and City shall not interfere or prevent the use of any easement, license or other permission now existing or hereafter granted upon, above, over, through, across or under the Easement Areas or Trustee's adjacent property.

15. NO LIENS. City shall not permit any lien to be filed against the Easement Areas or any improvements thereon in connection with any work of any character performed or claimed to have been performed on the Easement Areas at the direction or sufferance of City. In the event any such lien is filed against the Easement Areas or any improvements thereon, Trustee shall have the right, but not the obligation, to cause such lien to be released and City shall pay on demand all of Trustee's costs in connection therewith, together with attorney's fees and interest thereon from the date due until paid at the highest rate then applicable by Law.

16. RIGHT TO INSPECT. Trustee shall have the right (but not the duty or obligation) to enter upon the Easement Areas at any time to inspect the operation, sanitation, safety, maintenance and use of same.

17. BREACH BY CITY. If City breaches any provision in this Easement Agreement and fails to cure any such breach within thirty (30) days after written notice thereof or fails to commence and diligently prosecute remedial action within such cure period if cure is not possible within such period, or thereafter fails to proceed diligently to complete curing same, in addition to any other right or remedy available to Trustee at law or in equity, Trustee shall have the right, but not the obligation, to: (a) cure any such breach and City agrees to reimburse Trustee for the cost thereof upon demand, together with interest thereon from the date due until paid at the highest rate then allowable by Law; and/or (b) to terminate this Easement Agreement without any further obligation hereunder, and re-enter the Easement Area and take exclusive possession thereof.

18. CONDITION OF EASEMENT AREA; INDEMNITY. City 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 without any representation or warranty of any kind or nature whatsoever. City shall defend, indemnify and hold Trustee and the beneficiaries under the Land Trust (and their respective parent company, their related, affiliated and subsidiary companies, and the officers, directors, agents, employees and assigns of each), harmless from and against all liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees incurred by the persons hereby required to be indemnified arising directly or indirectly from or out of:

(a) any failure by City to perform any of the agreements, terms, covenants or conditions of this Easement Agreement on City's part to be performed;

(b) any willful or negligent act or omission of City, its employees, agents or contractors, or as otherwise provided by law (i.e., it being understood and agreed that if City is liable under strict liability, then City's acts or omissions need not be willful or negligent); or

(c) any failure of City to comply with any Laws.

19. ASSIGNMENT. Neither this Easement Agreement, nor any rights hereunder may be assigned, transferred or conveyed by City without the prior written consent of Trustee, which consent shall not be unreasonably withheld. Trustee may at any time in its sole discretion, assign, transfer or convey its rights hereunder to any person or entity in its sole discretion. Upon any such assignment, transfer or conveyance, any liability of Trustee under this Easement Agreement shall automatically terminate and Trustee's successor, assignee or transferee or City (as the case may be) shall be deemed to have assumed and be bound by the obligations of Trustee hereunder.

20. NOTICES. All notices and other communications given pursuant to this Easement Agreement to be served, given or delivered upon either party shall be in writing and shall be sent by facsimile, certified mail, return receipt requested, or by an overnight receipted 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 the actual receipt; or (ii) the third business day after any notice via certified mail was deposited in a sealed envelope in the United States

mail, postage prepaid; or (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service; or (iv) the first attempted delivery date of any notice hereunder in accordance with the terms of this Paragraph (regardless of whether the recipient of said notice accepted same).

All notices shall be addressed as hereinbelow set forth, or to such other address as the Trustee or City shall hereafter give notice to the other in writing:

If to Trustee: SunTrust Bank, Central Florida, N.A.
200 South Orange Avenue
Tower 7; Mail Code 0-1073
Trust Department
Orlando, FL 32801
Attn: Donna Kay Austin, Vice
President and Trust Officer

With a copy to: Walt Disney World Co.
c/o 1375 Buena Vista Drive; 4 North
Lake Buena Vista, Florida 32830
Attn: General Counsel-Real Estate

With a further
Copy to: Herman J. Heidrich & Sons
260 Maitland Avenue
Altamonte Springs, FL 32701
Attn: Francis X. Heidrich, Jr.

With a further
Copy to: Drage, de Beaubien, Knight, Simmons
Mantzaris & Neal
332 North Magnolia Avenue
Orlando, FL 32802
Attn: David H. Simmons, Esq.

If to the City: City of Kissimmee
101 N. Church Street
Kissimmee, Florida 32741
Attn: Donald T. Smallwood, Esq.

21. TRUSTEE'S WARRANTY OF TITLE. Trustee represents and warrants that Trustee owns fee simple title in and to the Easement Areas.

22. NO WARRANTY; ENTIRE AGREEMENT. Except as set forth in Paragraph 21, Trustee hereby makes and has made no representations, statements, warranties or agreements to City in or in connection with this Easement Agreement or the Easement Area except Trustee represents that it has the right to grant this Easement Agreement to City. This Easement Agreement and the Utility Agreement embody the entire understanding of the parties hereto and supersede all prior discussions and agreements between Trustee and City and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Easement Agreement shall not be modified or

amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.

23. GOVERNING LAW. This Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the Laws of the State of Florida, including all rules relating to construction, enforcement and conflict of Laws.

24. BINDING OBLIGATIONS. This Easement Agreement and all the rights, privileges and obligations created herein shall run with the land, subject to the limitations of Paragraph 3 hereinabove. This Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

25. FORUM AND VENUE FOR LEGAL PROCEEDINGS/WAIVER OF JURY TRIAL. ANY LEGAL PROCEEDING OF ANY NATURE BROUGHT BY EITHER PARTY AGAINST THE OTHER TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS AGREEMENT, OR ARISING OUT OF ANY MATTER PERTAINING TO THIS AGREEMENT, SHALL EXCLUSIVELY BE SUBMITTED FOR TRIAL, WITHOUT JURY, BEFORE THE CIRCUIT COURT IN AND FOR OSCEOLA COUNTY, FLORIDA, OR IF SUCH COURT SHALL NOT HAVE JURISDICTION, THEN BEFORE ANY OTHER COURT SITTING IN OSCEOLA COUNTY, STATE OF FLORIDA HAVING SUBJECT MATTER JURISDICTION. 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, AND EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH MATTER.

26. TRUSTEE'S EXCULPATION. Trustee executes this Easement Agreement as the trustee of the Trust, and not individually. It shall be expressly understood and agreed that any representations, warranties, covenants, undertakings and agreements herein made on the part of the Trustee by SunTrust of Central Florida, N.A., are made and intended not as personal representations, warranties, covenants, undertakings and agreements by SunTrust of Central Florida, N.A., or for the purpose or with the intention of binding SunTrust of Central Florida, N.A., personally, but are made and intended for the purpose of binding only the Trust and the Trustee. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against SunTrust of Central Florida, N.A., individually, on account of this Easement Agreement or on account of any representation, warranty, covenant, undertaking or agreement of the Trustee, either expressed or implied, and all such personal liability of SunTrust of Central Florida, N.A., if any, is expressly waived and released by the City.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Easement Agreement as of the day and year first above written.

TRUSTEE:

SUNTRUST BANK, CENTRAL
FLORIDA, N.A., a national
banking association, as Trustee

WITNESSES AS TO TRUSTEE

Thomas Katheder

Name Printed: Thomas Katheder

Janice K. Ray

Name Printed: JANICE K. RAY

By: Donna K. Austin

Donna K. Austin,
Vice President and
Trust Officer

(BANK SEAL)

CITY:

CITY OF KISSIMMEE, FLORIDA
a municipal corporation of the
State of Florida

WITNESSES AS TO CITY

Carmen Santiago

Name Printed: CARMEN SANTIAGO

Linda S. Hansell

Name Printed: Linda S. Hansell

By: Frank Attkisson

Name: Frank Attkisson
Mayor-Commissioner

ATTEST: Sandra L. Yeager
Name: city Clerk

(CITY SEAL)

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 12th day of May,
1999, by DONNA K. AUSTIN as Vice President and Trust Officer of SUNTRUST BANK,
CENTRAL FLORIDA, N.A., personally known to me or who produced the following identification:
Personally known.

Aimee Therese Goodwin
Notary Public

My Commission Expires:

SEAL

CL 99084589

OR 1619/2687

The foregoing instrument was acknowledged before me this 19th day of May, 1999, by Frank Attkisson and Sandra L. Yeggen, as Mayor and City Clerk respectively of the CITY OF KISSIMMEE, FLORIDA, a municipal corporation of the State of Florida, personally known to me or who produced the following identification: _____

Gwendolyn A. Davis-Wiggins
Notary Public

My Commission Expires: 6.3.2002
SEAL

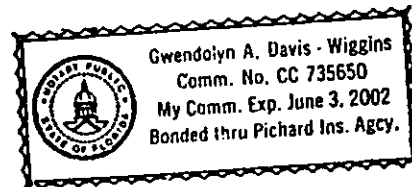


EXHIBIT "A-1"

EASEMENT AREA LEGAL DESCRIPTION

The West 20 feet of the East 112 feet of Lot 2, Block A, of FLORIDA FRUIT AND TRUCK LAND Co.'s subdivision of Section 27, Township 25 South, Range 27 East, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida. Lying South of the right-of-way of Interstate 4.

AND

The West 20 feet of the East 108 feet of Lot 1, Block A, of FLORIDA FRUIT AND TRUCK LAND Co.'s subdivision of Section 27, Township 25 South, Range 27 East, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida.

AND

The West 20 feet of the East 108 feet of Lots 1 thru 4, Block D, of FLORIDA FRUIT AND TRUCK LAND Co.'s subdivision of Section 27, Township 25 South, Range 27 East, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida.

AND

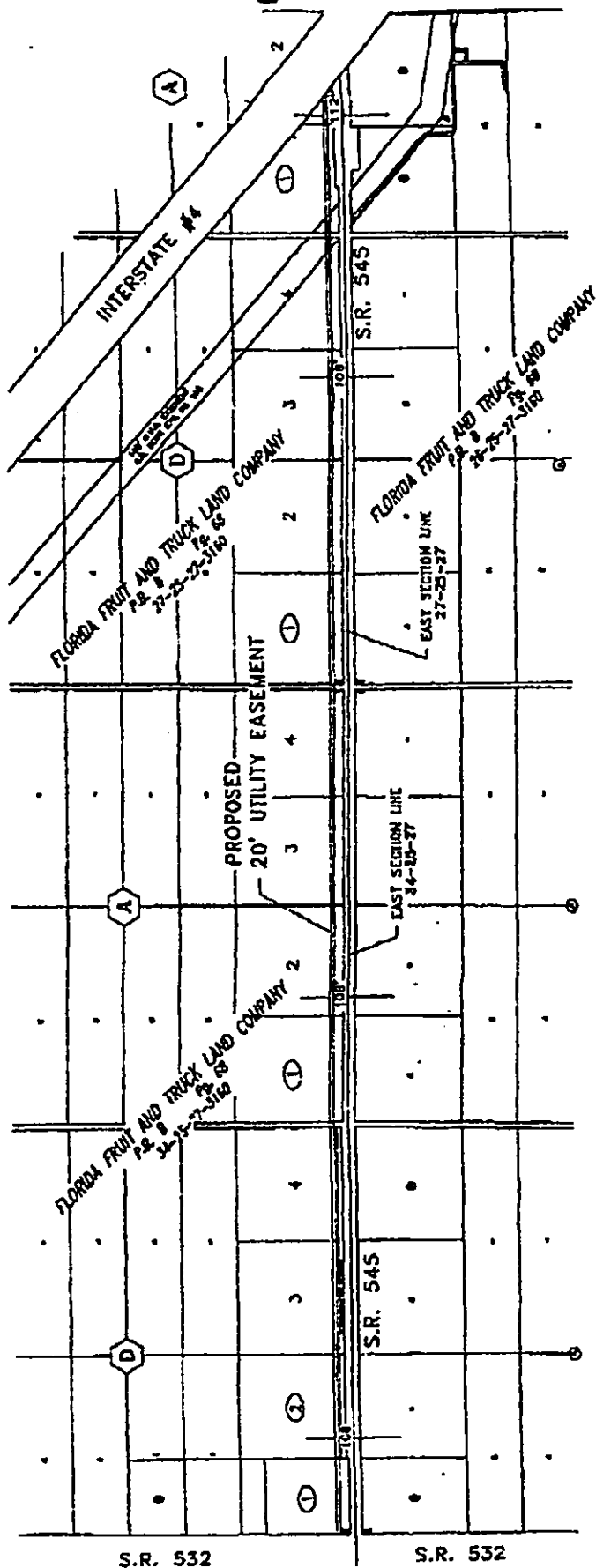
The West 20 feet of the East 108 feet of Lots 1 thru 4, Block A, of FLORIDA FRUIT AND TRUCK LAND Co.'s subdivision of Section 34, Township 25 South, Range 27 East, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida.

AND

The West 20 feet of the East 108 feet of Lots 1 thru 4, Block D, of FLORIDA FRUIT AND TRUCK LAND Co.'s subdivision of Section 34, Township 25 South, Range 27 East, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida.

EXHIBIT "A-2"

N.T.S.



BASIS ON OSCEOLA COUNTY'S O.L.S. PARCEL MAP.
FOR INFORMATION PURPOSES ONLY.

CITY OF KISSIMEE		HEDDICH PARCELS	
DEPARTMENT OF PLANNING & DEVELOPMENT		20' UTILITY EASEMENT	
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CL 99084589

OR 1619/2689

LARRY WHALEY
CLERK OF CIRCUIT COURT
OSCEOLA COUNTY, FLORIDA

12P

CL 99084589 OR 1619/2678
KEM Rec. Date 05/27/99 Time 09:18

Attention: Recording Clerk:

PARCEL ID NOS. R272527-3160000A0010, R272527-3160000D0010,
Prepared by/Record and Return to: R342527-3160000A0010,

R342527-3160000D0020

R342527-3160000D0010

David H. Simmons, Esq.

P.O. Box 87

Orlando, FL 32802-0087

LARRY WHALEY
CLERK OF CIRCUIT COURT
OSCEOLA COUNTY, FLORIDA

14P

CL 99088568 OR 1622/2170
DLB Rec. Date 06/04/99 Time 11:28

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (hereinafter referred to as the "Easement Agreement") is made and entered into effective as of this 12th day of May, 1999, by SUNTRUST BANK, CENTRAL FLORIDA, N.A. (f/k/a SunBank, National Association), a national banking association, as Trustee (hereinafter referred to as "Trustee"), in favor of the CITY OF KISSIMMEE, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as "City").

WITNESSETH

WHEREAS, Trustee, as trustee under a land trust created pursuant to Section 689.071, et seq., Florida Statutes, and by virtue of that certain Warranty Deed to Trustee Under Land Trust Agreement dated April 3, 1990, recorded in Official Records Book 1012, Pages 2763 through 2791, Public Records of Osceola County, Florida, owns and holds title in and to certain real property known as Magnolia Creek and being more particularly described therein (hereinafter referred to as "Magnolia Creek");

WHEREAS, Trustee City and Rida Associates Limited Partnership entered into that certain Agreement to Provide Utility Easement on December 24, 1998 (the "Utility Agreement"), pursuant to which, among other things, Trustee agreed to grant an easement in favor of City with respect to certain proposed potable water and sanitary sewer lines, as more particularly described therein; and

WHEREAS, in fulfillment of Trustee's obligation to provide the aforesaid easement in favor of City, Trustee wishes to grant unto City certain easement rights as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **GRANT OF EASEMENT.** Trustee hereby grants, bargains, sells, aliens, remises, conveys and confirms unto City a non-exclusive perpetual easement, right and privilege to use the Easement Area as described in Exhibits "A1" and "A2," which exhibits are attached to and incorporated herein by reference (hereinafter collectively referred to as "Easement Areas"), during the term specified in Paragraph 3 below, subject to all the terms and conditions as set forth herein and subject to all recorded and any previously disclosed unrecorded easements, restrictions, conditions and limitations affecting the Easement Areas, for the "Permitted Purposes" (as such term is hereinafter defined in Paragraph 2 below). The

THIS DOCUMENT IS BEING RE-RECORDED TO INCLUDE TWO ATTACHMENTS.

foregoing easement, rights and privileges are hereinafter collectively referred to as the "Easement Rights."

2. PERMITTED PURPOSES. Following are the purposes for which the Easement Rights shall be used (herein collectively referred to as the "Permitted Purposes"):

City shall use the Easement Areas for the purpose of constructing, installing, repairing, maintaining, renewing and replacing potable and reuse water and sanitary sewer underground pipelines, as described in and contemplated by the Utility Easement Agreement in such manner consistent with good government and utility standards and practices, and for no other use or purpose whatsoever.

3. TERM OF EASEMENT AGREEMENT. Unless the term of this Easement Agreement shall sooner terminate in accordance with the terms hereof, the term of this Easement Agreement shall be perpetual; provided, however, that in the event (i) City vacates, abandons or otherwise fails to operate the aforesaid utilities within the Easement Areas for the Permitted Purposes (excluding therefrom temporary non-use in the normal course of City's business operations, such as repairs, maintenance or *force majeure*), or (ii) City otherwise ceases to use the Easement Areas for the Permitted Purposes (except for temporary non-use as aforesaid), then in either of such events, the term of this Easement Agreement shall, upon the occurrence of such event, expire and be of no further force or effect and, except with respect to any then unsatisfied liabilities which have accrued through the date of such expiration, neither party shall have any further obligation or liability to the other.

4. EASEMENT ONLY; LIMITATION OF RIGHTS. This Easement Agreement creates a non-exclusive easement over, under, upon and across the Easement Areas and City acknowledges that City does not and shall not at any time claim any other interest or estate of any kind or extent whatsoever in the Easement Areas or Trustee's adjacent property by virtue of this Easement Agreement or City's use of the Easement Areas pursuant hereto, other than as may be expressly stated herein.

5. UTILITY SERVICE TO MAGNOLIA CREEK. City confirms its commitment and obligation, as set forth in the Utility Agreement, to provide at City's sole cost and expense and no cost or expense to Trustee, between 12 and 20 connection points to both water and sewer utilities in order to service Magnolia Creek. The provision of connection points, however, does not waive the City's right, if any, to water and sewer impact fees regarding Magnolia Creek.

6. COUNTY ROAD 545 AND OTHER ROADS. The parties hereto acknowledge and agree that the description and location of the Easement Areas have been determined based upon the contemplated future widening (including possible expansion and/or reconfiguration in whole or in part) of that certain right-of-way now known as County Road 545 (hereinafter referred to as "C.R. 545"). The parties hereto further acknowledge and agree that the actual widening activity if and when it occurs may be different than the scope and location of such activity as it is now presently contemplated. In addition, the parties hereto further acknowledge and agree that Trustee may from time to time (but shall not be obligated to) cause the design, construction and operation of other roads and rights-of-way for the purpose of serving and benefiting Magnolia Creek. Accordingly, City shall cooperate and shall use its best efforts in all respects to assist Trustee with respect to any activity necessary or appropriate in connection with C.R. 545 and such other roads as aforesaid, including, but not limited to, any permitting, design, deepening, lowering, moving, adjusting, removing, relocating or otherwise

modifying any utilities installed or maintained by or at the behest of City pursuant to this Easement Agreement. Any out-of-pocket costs or expenses incurred by the City in connection with the foregoing cooperation and assistance shall be paid to the City as provided in paragraph 8(a) below.

7. CONSTRUCTION AND OPERATION OF FACILITIES. City covenants, represents and warrants that it shall construct, operate, repair, maintain and replace the utilities in a good, workmanlike, safe and substantial manner.

8. TRUSTEE'S RESERVATION OF RIGHTS. Trustee expressly reserves unto itself, its successors and assigns, grantees and invitees, the right to use the Easement Areas (including, without limitation, all subsurface and air space rights) in its sole discretion for any uses or purposes which do not unreasonably interfere with City's exercise of its Easement Rights including, without limitation, the following:

(a) To alter the grade in the Easement Areas; provided however, that in the event Trustee wishes to alter the grade in the Easement Areas, Trustee shall first notify City of such intention (and such notification shall include information regarding the proposed grade plan), whereupon City may, within thirty (30) days of the giving of such notification by Trustee, provide Trustee with such information as City deems reasonably necessary to enable Trustee to effect its grade alteration without unreasonably interfering with the Easement Rights of City; provided further, however, that in the event the alteration of such grade shall occur in the Easement Areas and such alteration shall necessitate the relocation of the underground utilities to be located within the Easement Areas, then City shall cause such line to be relocated to a location designated by Trustee and which is reasonably suitable therefor, and Trustee shall pay in advance to the City for all of the City's actual, out-of-pocket costs reasonably incurred in order to relocate such pipelines. City shall provide Trustee with all invoices, receipts and other evidence as may be reasonably requested by Trustee in connection with such costs. The parties shall enter into a modification of this Easement Agreement in order to give effect to such relocation and substitution of Easement Areas;

(b) To plant and place grass, ground cover, bushes, flowers, aesthetic barriers, and landscaping material and install irrigation systems over, under, across, through and upon the Easement Areas;

(c) To use, or to grant to others the right to use, the Easement Areas and any and all space above, around or beneath the Easement Areas for any use or purpose whatsoever including, but not limited to: the relocation of plant and animal species; construction, maintenance, and repair; landscaping; paving; or the laying of utility lines, cables or telephone lines over, on or under the Easement Areas, provided such uses do not unreasonably interfere with City's use of the Easement; and such other utilities shall be responsible for all costs for temporary relocation or adjustment;

(d) To use and allow others to use any roadways or other means of ingress and egress existing or constructed upon the Easement Areas from time to time; and

(e) To grant additional ingress, egress, utility and other easement, licenses or other permissions over, upon, through and under the Easement Areas from time to time, provided that such grants do not unreasonably interfere with City's Easement Rights granted hereunder.

9. **RELOCATION.** If the Trustee elects from time to time in its sole discretion to develop or cause the development of the Easement Areas or any real property owned or controlled by Trustee of which the Easement Areas are a part (whether from a subdivision or development order standpoint or otherwise), then, upon request therefor by Trustee, City shall, at Trustee's sole cost and expense (as provided in Paragraph 8(a) above), relocate the Easement Areas (whether in whole or in part as requested by Trustee) upon other real property owned by Trustee and designated by Trustee in its sole discretion for that purpose so long as such other property designated by Trustee is reasonably suitable for the purposes for which this Easement Agreement was entered into by City. City shall not be required to pave or otherwise improve any replacement and substitute Easement Areas beyond the extent determined by City in its judgment (subject to compliance with the terms of this Easement Agreement and all "Laws," as hereinafter defined). In the event the parties so relocate the Easement Area, then the parties shall enter into a modification of this Easement Agreement in order to give effect to such relocation and substitution of Easement Areas.

10. **COMPLIANCE WITH THE LAWS.** In connection with the exercise of its rights and privileges under this Easement Agreement, City shall comply at all times and in all respects with all applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and City shall obtain, maintain and comply with all applicable permits in connection with City's use of the Easement Areas (hereafter collectively referred to as the "Laws"). In addition to the foregoing, City shall not cause or allow any hazardous wastes, toxic substances, or related materials as defined by any Law (hereinafter collectively referred to as the "Hazardous Materials") to be misused, stored or disposed of upon, above, over, through, across or under, the Easement Areas (any of such activity being hereinafter referred to as "Hazardous Materials Activities"). Trustee shall not be liable to City for any Hazardous Materials Activities or violation of any Law caused by City, its employees, agents, contractors, licensees, or invitees. City shall indemnify, defend with counsel approved by Trustee (such approval not to be unreasonably withheld), and hold Trustee harmless from and against any claims, damages, costs and liabilities arising out of any violation of any Law or out of any Hazardous Materials Activities on the part of City or its employees, agents and contractors. Trustee shall indemnify, defend with counsel approved by City (such approval not to be unreasonably withheld), and hold City harmless from and against any claims, damages, costs and liabilities arising out of Trustee's violation of any Law or out of any Hazardous Materials Activities on the part of Trustee. City shall promptly deliver to Trustee true and accurate copies of all applicable permits upon issuance of same and shall pay all costs and expenses incurred with respect to compliance with this Paragraph 10.

11. **NOTIFICATION OF NONCOMPLIANCE.** City shall notify Trustee within thirty (30) business days, in writing, of any condition occurring or arising out of any act or omission on the part of City, its agents, employees or contractors, which results in noncompliance with any Laws or the issuance of any permits or which result in a condition where additional permits will be required, or which conflict with any permits previously issued to Trustee or an adjacent property owned by Trustee, Herman J. Heidrich & Sons, or by any affiliates of The Walt Disney Company (and their respective successors and assigns). If a condition arises which has led to noncompliance with any Laws or an issued permit, said notification to Trustee shall also include the planned course of action to remedy the situation, at City's sole cost and expense, which

plan shall be subject to Trustee's approval (which shall not be unreasonably withheld). This requirement shall exist throughout the term of this Easement Agreement.

12. REPAIR OF EASEMENT AREAS. City shall, at its sole cost and expense, repair, maintain (and if necessary replace) in good order and repair any and all roadways, fences, gates, drainage systems, shrubs, plants, or other similar improvements constructed or installed from time to time in, upon or under the Easement Areas by or at the behest of City; provided, however, that (i) such obligation shall not apply to any damage or condition caused by the willful or negligent act or omission of Trustee or its lessees, agents, employees, guests, licensees, or invitees, and Trustee hereby agrees to be responsible for the repair or maintenance of any improvements constructed or installed by Trustee (except for any damage or condition to Trustee's improvements caused by the willful or negligent act or omission of City, its employees, agents or contractors, or as otherwise provided under applicable law (i.e., it being understood and agreed that if City is liable under strict liability, then City's acts or omissions need not be willful or negligent), with respect to which City shall indemnify and hold harmless Trustee). Notwithstanding the foregoing, however, City shall not be responsible for damage caused to trees planted in the Easement Area unless such damage was caused by (a) the willful or grossly negligent conduct of City, or (b) City's violation of its obligations under this Easement Agreement.

13. FENCES. Upon request therefor by Trustee, City, at its sole cost and expense, shall install, repair and maintain (as provided in this Easement Agreement) gates at any point where a roadway located within or upon the Easement Areas may cross any existing or future fence. Such gate(s) shall be constructed in a good and workmanlike manner and constructed of materials which are equivalent to such fence. Either Trustee or City may require that such gate(s) include a reasonably secure lock, in which event such lock shall be installed by City at its expense and Trustee and Herman J. Heidrich & Sons, a Florida general partnership, shall be furnished a set of keys with respect thereto. Upon the expiration or sooner termination of the term of this Easement Agreement, Trustee may in its sole discretion elect that any or all of such gate(s) remain upon the Easement Areas (in which event such gate(s) shall automatically become property of Trustee) or that City shall (at City's expense) remove any or all of such gate(s) (in which event City shall, at its expense, restore the opening thereby remaining in the fence in a good and workmanlike manner and with materials which are equivalent to such fence).

14. NO INTERFERENCE BY CITY. City shall not unreasonably interfere with or prevent any development, improvement, activity, construction or use by Trustee of the Easement Areas and Trustee's adjacent property, and City shall not interfere or prevent the use of any easement, license or other permission now existing or hereafter granted upon, above, over, through, across or under the Easement Areas or Trustee's adjacent property.

15. NO LIENS. City shall not permit any lien to be filed against the Easement Areas or any improvements thereon in connection with any work of any character performed or claimed to have been performed on the Easement Areas at the direction or sufferance of City. In the event any such lien is filed against the Easement Areas or any improvements thereon, Trustee shall have the right, but not the obligation, to cause such lien to be released and City shall pay on demand all of Trustee's costs in connection therewith, together with attorney's fees and interest thereon from the date due until paid at the highest rate then applicable by Law.

16. RIGHT TO INSPECT. Trustee shall have the right (but not the duty or obligation) to enter upon the Easement Areas at any time to inspect the operation, sanitation, safety, maintenance and use of same.

17. BREACH BY CITY. If City breaches any provision in this Easement Agreement and fails to cure any such breach within thirty (30) days after written notice thereof or fails to commence and diligently prosecute remedial action within such cure period if cure is not possible within such period, or thereafter fails to proceed diligently to complete curing same, in addition to any other right or remedy available to Trustee at law or in equity, Trustee shall have the right, but not the obligation, to: (a) cure any such breach and City agrees to reimburse Trustee for the cost thereof upon demand, together with interest thereon from the date due until paid at the highest rate then allowable by Law; and/or (b) to terminate this Easement Agreement without any further obligation hereunder, and re-enter the Easement Area and take exclusive possession thereof.

18. CONDITION OF EASEMENT AREA; INDEMNITY. City 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 without any representation or warranty of any kind or nature whatsoever. City shall defend, indemnify and hold Trustee and the beneficiaries under the Land Trust (and their respective parent company, their related, affiliated and subsidiary companies, and the officers, directors, agents, employees and assigns of each), harmless from and against all liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees incurred by the persons hereby required to be indemnified arising directly or indirectly from or out of:

(a) any failure by City to perform any of the agreements, terms, covenants or conditions of this Easement Agreement on City's part to be performed;

(b) any willful or negligent act or omission of City, its employees, agents or contractors, or as otherwise provided by law (i.e., it being understood and agreed that if City is liable under strict liability, then City's acts or omissions need not be willful or negligent); or

(c) any failure of City to comply with any Laws.

19. ASSIGNMENT. Neither this Easement Agreement, nor any rights hereunder may be assigned, transferred or conveyed by City without the prior written consent of Trustee, which consent shall not be unreasonably withheld. Trustee may at any time in its sole discretion, assign, transfer or convey its rights hereunder to any person or entity in its sole discretion. Upon any such assignment, transfer or conveyance, any liability of Trustee under this Easement Agreement shall automatically terminate and Trustee's successor, assignee or transferee or City (as the case may be) shall be deemed to have assumed and be bound by the obligations of Trustee hereunder.

20. NOTICES. All notices and other communications given pursuant to this Easement Agreement to be served, given or delivered upon either party shall be in writing and shall be sent by facsimile, certified mail, return receipt requested, or by an overnight receipted 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 the actual receipt; or (ii) the third business day after any notice via certified mail was deposited in a sealed envelope in the United States

mail, postage prepaid; or (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service; or (iv) the first attempted delivery date of any notice hereunder in accordance with the terms of this Paragraph (regardless of whether the recipient of said notice accepted same).

All notices shall be addressed as hereinbelow set forth, or to such other address as the Trustee or City shall hereafter give notice to the other in writing:

If to Trustee: SunTrust Bank, Central Florida, N.A.
200 South Orange Avenue
Tower 7; Mail Code 0-1073
Trust Department
Orlando, FL 32801
Attn: Donna Kay Austin, Vice
President and Trust Officer

With a copy to: Walt Disney World Co.
c/o 1375 Buena Vista Drive; 4 North
Lake Buena Vista, Florida 32830
Attn: General Counsel-Real Estate

With a further
Copy to: Herman J. Heidrich & Sons
260 Maitland Avenue
Altamonte Springs, FL 32701
Attn: Francis X. Heidrich, Jr.

With a further
Copy to: Drage, de Beaubien, Knight, Simmons
Mantzaris & Neal
332 North Magnolia Avenue
Orlando, FL 32802
Attn: David H. Simmons, Esq.

If to the City: City of Kissimmee
101 N. Church Street
Kissimmee, Florida 32741
Attn: Donald T. Smallwood, Esq.

21. TRUSTEE'S WARRANTY OF TITLE. Trustee represents and warrants that Trustee owns fee simple title in and to the Easement Areas.

22. NO WARRANTY; ENTIRE AGREEMENT. Except as set forth in Paragraph 21, Trustee hereby makes and has made no representations, statements, warranties or agreements to City in or in connection with this Easement Agreement or the Easement Area except Trustee represents that it has the right to grant this Easement Agreement to City. This Easement Agreement and the Utility Agreement embody the entire understanding of the parties hereto and supersede all prior discussions and agreements between Trustee and City and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Easement Agreement shall not be modified or

amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.

23. GOVERNING LAW. This Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the Laws of the State of Florida, including all rules relating to construction, enforcement and conflict of Laws.

24. BINDING OBLIGATIONS. This Easement Agreement and all the rights, privileges and obligations created herein shall run with the land, subject to the limitations of Paragraph 3 hereinabove. This Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

25. FORUM AND VENUE FOR LEGAL PROCEEDINGS/WAIVER OF JURY TRIAL. ANY LEGAL PROCEEDING OF ANY NATURE BROUGHT BY EITHER PARTY AGAINST THE OTHER TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS AGREEMENT, OR ARISING OUT OF ANY MATTER PERTAINING TO THIS AGREEMENT, SHALL EXCLUSIVELY BE SUBMITTED FOR TRIAL, WITHOUT JURY, BEFORE THE CIRCUIT COURT IN AND FOR OSCEOLA COUNTY, FLORIDA, OR IF SUCH COURT SHALL NOT HAVE JURISDICTION, THEN BEFORE ANY OTHER COURT SITTING IN OSCEOLA COUNTY, STATE OF FLORIDA HAVING SUBJECT MATTER JURISDICTION. 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, AND EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH MATTER.

26. TRUSTEE'S EXCULPATION. Trustee executes this Easement Agreement as the trustee of the Trust, and not individually. It shall be expressly understood and agreed that any representations, warranties, covenants, undertakings and agreements herein made on the part of the Trustee by SunTrust of Central Florida, N.A., are made and intended not as personal representations, warranties, covenants, undertakings and agreements by SunTrust of Central Florida, N.A., or for the purpose or with the intention of binding SunTrust of Central Florida, N.A., personally, but are made and intended for the purpose of binding only the Trust and the Trustee. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against SunTrust of Central Florida, N.A., individually, on account of this Easement Agreement or on account of any representation, warranty, covenant, undertaking or agreement of the Trustee, either expressed or implied, and all such personal liability of SunTrust of Central Florida, N.A., if any, is expressly waived and released by the City.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Easement Agreement as of the day and year first above written.

TRUSTEE:

SUNTRUST BANK, CENTRAL
FLORIDA, N.A., a national
banking association, as Trustee

WITNESSES AS TO TRUSTEE

Thomas Katheder

Name Printed: Thomas Katheder

Janice K. Ray

Name Printed: JANICE K. RAY

By: Donna K. Austin
Donna K. Austin,
Vice President and
Trust Officer

(BANK SEAL)

CITY:

CITY OF KISSIMMEE, FLORIDA
a municipal corporation of the
State of Florida

WITNESSES AS TO CITY

Carmen Santiago

Name Printed: CARMEN SANTIAGO

Linda S. Hansell

Name Printed: Linda S. Hansell

By: Frank Attkisson
Name: Frank Attkisson
MAYOR-COMMISSIONER

ATTEST: Sandra L. Yeager
Name: CITY CLERK

(CITY SEAL)

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 24 day of May,
1999, by DONNA K. AUSTIN as Vice President and Trust Officer of SUNTRUST BANK,
CENTRAL FLORIDA, N.A., personally known to me or who produced the following identification:
Personally known

Aimee Therese Goodwin
Notary Public

My Commission Expires:

SEAL

CL 99084589

OR 1619/2687

The foregoing instrument was acknowledged before me this 1st day of May, 1999, by Frank Attkisson and Sandra L. Vegen, as Mayor and City Clerk respectively of the CITY OF KISSIMMEE, FLORIDA, a municipal corporation of the State of Florida, personally known to me or who produced the following identification: _____

Gwendolyn A. Davis-Wiggins
Notary Public

My Commission Expires: 6-3-2002
SEAL

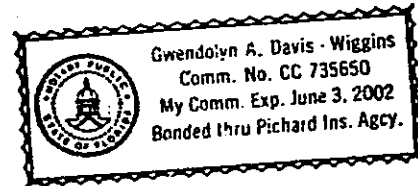


EXHIBIT "A-1"

EASEMENT AREA LEGAL DESCRIPTION

The West 20 feet of the East 112 feet of Lot 2, Block A, of FLORIDA FRUIT AND TRUCK LAND Co.'s subdivision of Section 27, Township 25 South, Range 27 East, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida. Lying South of the right-of-way of Interstate 4.

AND

The West 20 feet of the East 108 feet of Lot 1, Block A, of FLORIDA FRUIT AND TRUCK LAND Co.'s subdivision of Section 27, Township 25 South, Range 27 East, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida.

AND

The West 20 feet of the East 108 feet of Lots 1 thru 4, Block D, of FLORIDA FRUIT AND TRUCK LAND Co.'s subdivision of Section 27, Township 25 South, Range 27 East, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida.

AND

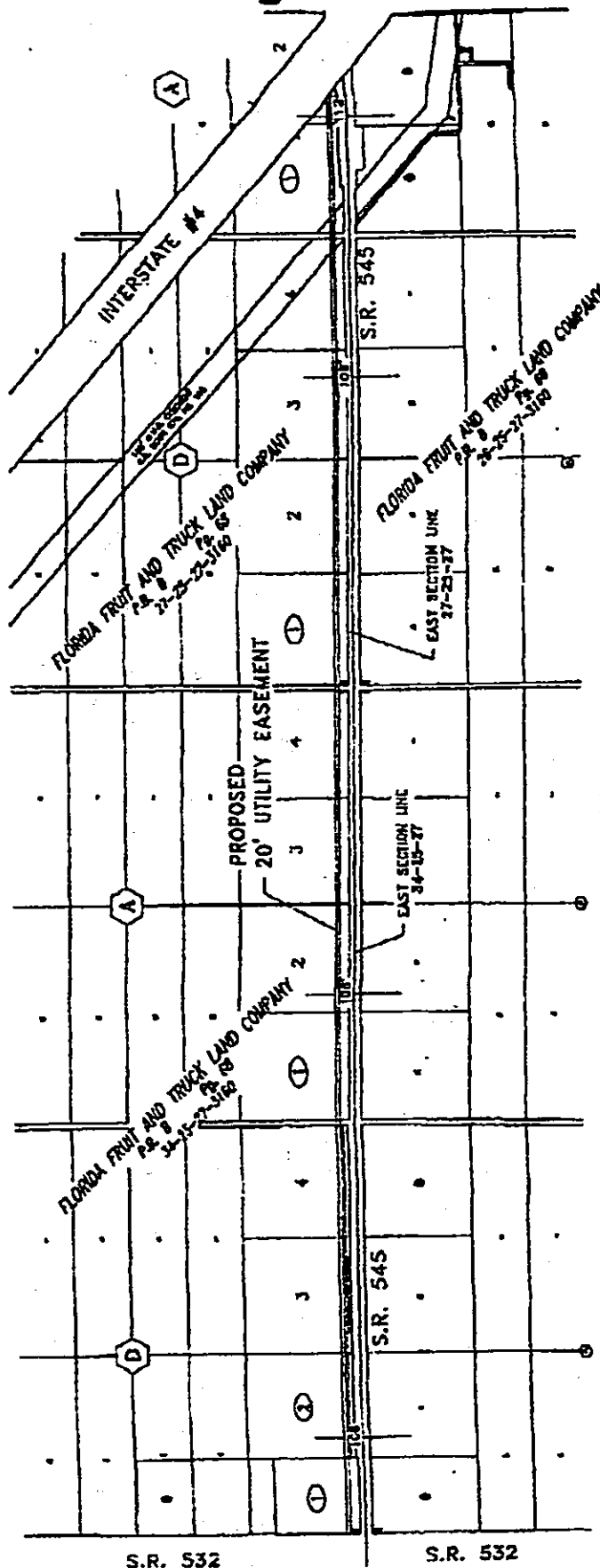
The West 20 feet of the East 108 feet of Lots 1 thru 4, Block A, of FLORIDA FRUIT AND TRUCK LAND Co.'s subdivision of Section 34, Township 25 South, Range 27 East, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida.

AND

The West 20 feet of the East 108 feet of Lots 1 thru 4, Block D, of FLORIDA FRUIT AND TRUCK LAND Co.'s subdivision of Section 34, Township 25 South, Range 27 East, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida.

EXHIBIT "A-2"

N.T.S.



BASED ON OSCEOLA COUNTY'S Q.T.S. PARCEL MAP.
FOR INFORMATION PURPOSES ONLY.

CITY OF KISSIMMEE		HEDDICH PARCELS													
DEPARTMENT OF WATER RESOURCES		LOCAL													
20' UTILITY EASEMENT		20' UTILITY EASEMENT													
<table border="1"> <tr> <th>DATE</th> <th>BY</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>		DATE	BY	REVISION				<table border="1"> <tr> <th>DATE</th> <th>BY</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>		DATE	BY	REVISION			
DATE	BY	REVISION													
DATE	BY	REVISION													

CL 99084589

DR 1619/2689

CL 99080568

DR 1622/2181

CONSENT OF SUNTRUST TO UTILITY EASEMENT AGREEMENT

The undersigned, being the owner and holder of that certain Mortgage dated April 3, 1990, executed by Herman J. Heidrich & Sons in favor of the undersigned, recorded in Official Records Book 0962, Page 2749, Public Records of Osceola County, Florida, as modified and amended by that certain Mortgage Modification and Spreader Agreement dated June 14, 1990, recorded in Official Records Book 0980, Page 2532, as further modified and amended by that certain Notice of Future Advance and Mortgage Modification Agreement dated April 22, 1991, recorded in Official Records Book 1012, Page 2544, aforesaid records, hereby acknowledges and consents to the execution, delivery and recordation of that certain Utility Easement Agreement, dated May 12, 1999, executed by and between SunTrust Bank, Central Florida, N.A., a national banking association, as trustee, and the City of Kissimmee, a municipal corporation of the State of Florida, to which this instrument is (or will be) attached, and the undersigned hereby further agrees that the foreclosure of, or similar action or proceeding or conveyance in lieu thereof with respect to, the aforesaid Mortgage shall not extinguish, impair or modify any of the covenants, easements, rights, remedies or other terms or provisions of said Utility Easement Agreement.

Signed, sealed and delivered
in the presence of:

SUNTRUST BANK, CENTRAL FLORIDA,
N.A., a national banking association

Melinda Simmons
First Witness
Name Printed: Melinda Simmons

By:

Lawrence L. Perry, First Vice President

(BANK SEAL)

Lisa Kay Campanalie
Second Witness
Name Printed: Lisa Kay Campanalie

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20th day of May, A.D., 1999, by Lawrence L. Perry, as First Vice President of SunTrust Bank, Central Florida, N.A., a national banking association, on behalf of said association. He or she is personally known to me.

Melinda Simmons
Notary Public
Print Name: Melinda Simmons

Commission No: _____

My Commission Expires: _____

(NOTARIAL SEAL)



MELINDA J. SIMMONS
My Commission CC567202
Expires May 23, 2000

CONSENT OF WALT DISNEY IMAGINEERING TO UTILITY EASEMENT AGREEMENT

The undersigned, being the owner and holder of that certain Mortgage dated April 3, 1990, executed by Herman J. Heidrich & Sons in favor of the undersigned's predecessor-in-interest (i.e., Disney Development Company), recorded in Official Records Book 0962, Page 2798, Public Records of Osceola County, Florida, as modified and amended by that certain Mortgage Modification and Spreader Agreement dated June 14, 1990, recorded in Official Records Book 0980, Page 2535, aforesaid records, as further modified and amended by that certain Mortgage Modification and Spreader Agreement dated March 28, 1991, recorded in Official Records Book 1009, Page 0929, aforesaid records, as further modified and amended by that certain Third Modification of Mortgage and Security Agreement dated April 22, 1991, recorded in Official Records Book 1012, Page 2547, as further modified and amended by that certain Fourth Modification of Mortgage and Security Agreement dated effective as of December 24, 1991, recorded in Official Records Book 1087, Page 2038, aforesaid records, hereby acknowledges and consents to the execution, delivery and recordation of that certain Utility Easement Agreement, dated May 12, 1999, executed by and between SunTrust Bank, Central Florida, N.A., a national banking association, as trustee, and the City of Kissimmee, a municipal corporation of the State of Florida, to which this instrument is (or will be) attached, and the undersigned hereby further agrees that the foreclosure of, or similar action or proceeding or conveyance in lieu thereof with respect to, the aforesaid Mortgage shall not extinguish, impair or modify any of the covenants, easements, rights, remedies or other terms or provisions of said Utility Easement Agreement.

Signed, sealed and delivered
in the presence of:

WALT DISNEY IMAGINEERING, a division of
Walt Disney World Co., a Florida corporation
(successor-in-interest to Disney Development Company)

[Signature]
First Witness
Name Printed: Heather Little

By: [Signature]
Mitch Hill, Senior Vice President-Real Estate
Services, Chief Executive Officer, WDI

[Signature]
Second Witness
Name Printed: LINDA NOEL

(CORPROATE SEAL)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

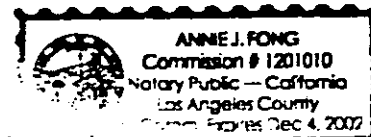
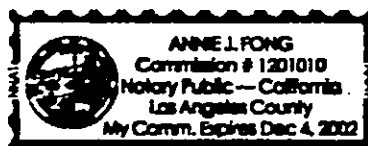
The foregoing instrument was acknowledged before me this 12 day of May, A.D., 1999, by Mitch Hill, as Senior Vice President, Real Estate Services, and Chief Financial Officer of Walt Disney Imagineering, a division of Walt Disney World Co., a Florida corporation and successor-in-interest to Disney Development Company, on behalf of said division and corporation. He is personally known to me.

[Signature]
Notary Public
Print Name: Annie J. Fong

Commission No: 121010

My Commission Expires: Dec 4, 2002

(NOTARIAL SEAL)



SCANNED.
LARRY WHALEY

OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

21P

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Thomas A. Cloud, Esquire
GRAY HARRIS & ROBINSON, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801
(407) 843-8880

CL 2003140411 OR 2307/131
DLB Date 08/05/2003 Time 08:48:36

For Recording Purposes Only

**CITY OF KISSIMMEE/GINN-LA ORLANDO II, LLLP, WATER,
WASTEWATER, AND RECLAIMED WATER SYSTEM
DEVELOPER'S SERVICE AGREEMENT**

THIS AGREEMENT made and entered into this 5th day of ~~January~~^{February}, 2002, by and between **GINN-LA ORLANDO II, LLLP**, a Georgia Limited Liability Partnership authorized to do business in the State of Florida (hereafter "DEVELOPER"), and **THE CITY OF KISSIMMEE**, a municipal corporation located in Osceola County, Florida (hereafter the "CITY").

RECITALS

1. The DEVELOPER has or is about to develop property by erecting residential and commercial improvements on property described in Exhibit "A" attached to and incorporated in this Agreement (the "Property").

2. The DEVELOPER is desirous of prompting the construction and/or maintenance of central water, wastewater, and reclaimed water facilities so to receive adequate service.

3. The CITY is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water, wastewater, and reclaimed water service through central water, wastewater, and reclaimed water facilities, and to accept and operate a water distribution and wastewater collection system, and to thereafter operate such facilities so the occupants of the improvements constructed on the Property will receive adequate retail water, wastewater, and reclaimed water service from the CITY.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the DEVELOPER and the CITY hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Service" - the readiness and ability on the part of the CITY to furnish water and/or wastewater service to each lot on the Property.

(2) "Point of Delivery or Distribution" - the point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

(3) "Contribution-in-aid-of-Construction" - The sum of money, and/or property, represented by the value of the water distribution, wastewater collection, and reclaimed water distribution system constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay to the CITY, as a contribution-in-aid-of-construction, to induce the CITY to continuously provide water, wastewater, and reclaimed water service to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. DEVELOPER hereby grants and gives the CITY the exclusive right or privilege to repair, replace, own, maintain, and operate the water, wastewater, and reclaimed water facilities constructed in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places on the Property as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. DEVELOPER hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual; that in the event the CITY is required or desires to install any additional water, wastewater, and reclaimed water facilities in lands within the Property lying outside the streets and easement areas described above, then DEVELOPER or the owner shall grant to the CITY, without cost or expense to the CITY, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by the CITY shall be made in such a manner as not to interfere with the then primary use of such "private property." All easements shall be depicted in the final engineering plans submitted for a given phase of DEVELOPER's project. If the pipeline and facility locations and easements proposed comply with the CITY's then applicable Standards, Specifications and Details, then the CITY shall approve the easements. Once the initial pipelines and facilities are installed for a given phase of DEVELOPER's project and the more specific easements granted, then the "blanket" easement provided hereunder shall terminate as to that portion of the Property within that phase of DEVELOPER's project and be superceded by the more specific easements. Furthermore, DEVELOPER shall no longer be obligated to donate any additional easements to the CITY for that portion of the Property within that phase of DEVELOPER's project. The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water, wastewater, and reclaimed water industry with respect to the installation of all its water, wastewater, and reclaimed water facilities in any of the easement areas; and the DEVELOPER in granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or nonexclusive rights, privileges and easements to other entities to provide to the Property any utility or non-utility services other than water, wastewater, and reclaimed water service; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 4. PROVISION OF SERVICE: PAYMENT OF RATES.

4.1. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, the CITY covenants and agrees that it will allow the connection of the water distribution, wastewater collection facilities, and reclaimed water distribution facilities installed by DEVELOPER to the central water, wastewater, and reclaimed water facilities of the CITY in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the City of Kissimmee, Department of Water Resources and the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. The CITY agrees that once it provides water, wastewater, and reclaimed water service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, the CITY will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water, wastewater, and reclaimed water service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water, wastewater, and reclaimed water system of the CITY. The DEVELOPER, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to the CITY and otherwise fully comply with the CITY's rules, regulations, and ordinances applicable to the provision of water, wastewater, and reclaimed water service. A copy of the CITY's current rates, fees, and charges are attached to and incorporated in this Agreement as Exhibit "B."

4.2. The DEVELOPER, its successors and assigns agrees to pay to the CITY for monthly service within thirty (30) days after statement is rendered by the CITY all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the CITY may, in its sole discretion, terminate service as to that customer. This termination shall not apply to DEVELOPER in the case of non-payment by any lot owner, tenant, or consumer that is not the DEVELOPER.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

5.1. To induce the CITY to provide water, wastewater, and reclaimed water service, and to continuously provide customers located on the Property with water, wastewater, and reclaimed water services, DEVELOPER hereby covenants and agrees to pay for the construction and to transfer ownership and control to the CITY as a contribution-in-aid-of-construction, the on-site and/or off-site water distribution and wastewater collection facilities referred to herein. All design and construction shall be in accordance with City rules, regulations, and utility standards.

5.2. DEVELOPER shall pay the CITY to review engineering plans and specifications of the type and in the form as prescribed by the CITY, showing the on-site and/or off-site water distribution and wastewater collection facilities proposed to be installed to provide service to the subject Property. The CITY will advise DEVELOPER's engineer of any sizing requirements as mandated by the CITY's system extension requirements, master planning, and utility standards for the preparation of plans and specifications for facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to the "Master Plan" for the development of the Property, which said Master Plan is contained in those documents entitled "Reunion Resort & Club Water Distribution System Infrastructure Analysis Conceptual Level Design" dated December 3, 2001 and "Reunion Resort & Club Sanitary Sewer System Infrastructure Analysis Conceptual Level Design" dated November 28,

2001, excerpts and maps of which are attached to, incorporated in and approved by this Agreement as Exhibit "C." The entire Master Plan is incorporated in this Agreement by reference. Any ambiguities or conflicts between the Exhibit "C" excerpts and the complete Master Plan shall be controlled by the Master Plan. All such plans and specifications shall be submitted to the CITY and no construction shall commence until CITY has approved such plans and specifications in writing. After approval, DEVELOPER shall cause to be constructed, at DEVELOPER's expense, the water distribution and wastewater collection facilities as shown on all plans and specifications.

5.3. During the construction of the on-site and/or off-site water distribution and wastewater collection facilities by DEVELOPER, the CITY shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the CITY upon completion of construction.

5.4. By these presents, upon completion and approval by the CITY, the DEVELOPER shall transfer to the CITY, all right, title, and interest, free and clear of any encumbrances whatsoever, to the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the CITY of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the CITY, DEVELOPER shall convey to the CITY, by bill of sale, or other appropriate documents, in form satisfactory to the CITY's counsel, the complete on-site and/or off-site water distribution and wastewater collection facilities as constructed by DEVELOPER and approved by the CITY. DEVELOPER shall further cause to be conveyed to the CITY, all easements and/or rights-of-way covering areas in which on-site and/or off-site water distribution and wastewater collection facilities are installed by recordable document in form satisfactory to the CITY's counsel. The use of easements granted by DEVELOPER shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not interfere with use by the CITY. The CITY agrees that the acceptance of the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the CITY for the continuous operation and maintenance of such system from that date forward.

5.5. All installations by DEVELOPER or its contractor shall be warranted for at least one (1) year from the date of acceptance by the CITY. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. The water distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

5.6. Payment of the contributions-in-aid-of-construction does not and will not result in the CITY waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. The CITY shall not be obligated for any reason whatsoever nor shall the CITY pay any interest or rate of interest upon the contribution. Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim or interest in and to the

contributions or to any of the water, wastewater, and reclaimed water facilities and properties of the CITY, and all prohibitions applicable to DEVELOPER with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water or wastewater services shall not be entitled to offset any bill or bills rendered by the CITY for such service or services against the contributions. DEVELOPER shall not be entitled to offset the contributions against any claim or claims of the CITY.

SECTION 6. [RESERVED]

SECTION 7. OWNERSHIP OF FACILITIES. DEVELOPER agrees with the CITY that the on-site and/or off-site water distribution and wastewater collection facilities conveyed to the CITY for use in connection with providing water, wastewater, and reclaimed water services to the Property, shall at all times remain in the complete and exclusive ownership of the CITY, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water, wastewater, and reclaimed water services to other persons or entities located within or beyond the limits of the Property; provided, however, that the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. Notwithstanding any provision in this Agreement, the CITY may establish, revise, modify and enforce rules, regulations and rates covering the provision of water, wastewater, and reclaimed water service to the Property. Such rules, regulations and rates are subject to the approval of the City Commissioners of the City of Kissimmee, Florida. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to DEVELOPER or customers located upon the Property shall be identical to rates charged for the same classification of service; provided, however, that rates to a developer or customers located within the city's consolidated suburban system service area located outside the boundaries of the City of Kissimmee shall be subject to a [twenty-five percent (25%)] surcharge on rates, fees, and charges as provided in city rate resolutions and ordinances and authorized pursuant to Section 180.191, Florida Statutes. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon DEVELOPER, upon any other entity holding by, through or under DEVELOPER; and upon any customer of the water, wastewater, and reclaimed water service provided to the Property by the CITY.

SECTION 9. PERMISSION TO CONNECT REQUIRED. DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to any customer installation to the water, wastewater, and reclaimed water facilities of the CITY until approval for such connection has been granted by the CITY.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, the CITY and their respective assigns and successors by merger, consolidation or conveyance, and runs with the land. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by DEVELOPER without prior written notice to the CITY. For any such assignment to be effective, the assignee must agree to be bound by terms and conditions of this Agreement.

SECTION 11. NOTICES: PROPER FORM. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

CITY: City Manager
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

DEVELOPER: Ginn-LA Orlando II, LLLP
c/o Mr. James E. Cooper
The Ginn Development Company
5401 S. Kirkman Road, Suite 500
Orlando, Florida 32819

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and the CITY shall survive the completion of the work of DEVELOPER with respect to completing the water, wastewater, and reclaimed water facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and the CITY, made with respect to the matters herein contained, and when duly executed, constitute the agreement between DEVELOPER and the CITY. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the CITY and it shall be and become effective immediately upon execution by both parties hereto. In the event that the CITY or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the CITY or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 14. DISCLAIMERS; LIMITATIONS ON LIABILITY.

14.1. STATUS. THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

14.2. INDEMNIFICATION. DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE CITY BY REASON OF ANY NEGLIGENCE ON THE PART OF THE DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF; OR ANY FAILURE ON THE PART OF THE DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH AGAINST THE CITY BY REASON OF ANY SUCH OCCURRENCES, DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING. PROVIDED FURTHER, HOWEVER, DEVELOPER SHALL HAVE NO OBLIGATION WITH RESPECT TO CLAIMS ARISING OUT OF THE INTENTIONAL OR

NEGLIGENT CONDUCT OF THE CITY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES OR OF THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE. THE LIABILITY AND IMMUNITY OF THE CITY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES (1995), AND NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF CITY OR TO WAIVE ANY IMMUNITY ENJOYED BY CITY UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN §768.28 SHALL BE CONSIDERED VOID.

14.3. FORCE MAJEURE. THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE TO THE DEVELOPER BY REASON OF THE FAILURE OR INABILITY OF THE CITY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR (OR ANY INJURY TO THE DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH THE DEVELOPER, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES NOT CAUSED BY CITY'S NEGLIGENCE; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, CITY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF THE CITY AND WHICH BY EXERCISE OF DUE DILIGENCE THE CITY IS UNABLE TO OVERCOME.

14.4. DISCLAIMER OF THIRD PARTY BENEFICIARIES. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR A SUCCESSOR OR ASSIGNEE THEREOF.

14.5. DISCLAIMER OF SECURITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE CITY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE CITY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE CITY IN CONNECTION WITH THE CITY'S SYSTEM) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY THE CITY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY

STOCKS, BONDS, OR NOTES OF THE CITY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water, wastewater, and reclaimed water service to the Property during the period of time the CITY, its successors and assigns, provide water service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the CITY shall have the sole and exclusive right and privilege to provide water, wastewater, and reclaimed water service to the Property and to the occupants of each residence, building or unit constructed thereon; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Osceola County, Florida at the expense of the DEVELOPER.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY. Any specific reservations of capacity must be detailed within the body of this Agreement, under the heading "Special Conditions," and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fee, or negotiated between the parties, by the DEVELOPER to the CITY.

SECTION 20. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 21. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between DEVELOPER and the CITY.

21.1. PURCHASE OF WATER SERVICE CAPACITY AND WASTEWATER SERVICE CAPACITY. DEVELOPER, its successors or assigns agree to purchase and the CITY agrees to furnish during the term of this Agreement for use on the Property water service capacity and wastewater service capacity in accordance with standards of applicable state regulatory agencies. In return therefore, the DEVELOPER, its successors or assigns agree to:

(1) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current water impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(2) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current sewer impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(3) Payment to the CITY of typical meter installation charges and other rates, fees, and charges then applicable to the cost of physically connecting and receiving service from the CITY pursuant to and at the times required under CITY rate resolutions and ordinances, and service extension and capacity allocation policies, as amended from time to time.

21.2. OTHER CAPITAL AND UTILITY CHARGES. In addition to paying impact fees and those rates, fees, and charges pursuant to Subsection 21.1 hereof, the DEVELOPER agrees as a condition of receiving water and wastewater service to the following:

(1) The DEVELOPER may proceed on a "phased" approach in developing the Property, but no such phase may be developed until the CITY has approved a master utility plan applicable to said phase prepared at DEVELOPER's expense and submitted for prior review to the CITY by DEVELOPER, its successors or assigns.

(2) The DEVELOPER agrees to pay for the design, permitting and construction of the on-site water distribution and transmission facilities pursuant to CITY approved plans. The operation and maintenance of all water distribution and transmission located on the discharge side of the water meters will be the responsibility of the DEVELOPER, its successors or assigns.

(3) The DEVELOPER shall pay for the design, permitting and construction of the on-site wastewater facilities pursuant to CITY approved plans. These facilities shall include on-site lift stations owned, operated, and maintained as set forth in the CITY-approved master utility plans. Typically, operation and maintenance of all on-site wastewater facilities prior to the sewage pipe nearest the water meter will be the responsibility of the DEVELOPER, but the location of the division of ownership and operation for on-site wastewater facilities shall be done on a case-by-case basis in a reasonably flexible manner.

(4) As a part of the approval of the master utility plan hereunder, the DEVELOPER agrees (if requested by the CITY) to construct and oversize that water pipeline that would traverse from east to west as depicted on the attached Master Plan. If the CITY so requests, the DEVELOPER shall be entitled to the "oversizing incremental cost;" that is, the difference in reasonable design, inspection, labor and construction costs

between the oversized pipeline and/or facilities and the standard-sized pipeline and/or facilities.

(5) The CITY previously installed a water pipeline and a sewer force main along State Road 545 (hereafter the "545 Pipelines"). The DEVELOPER will receive service via the 545 Pipelines, and will be required to pay for the transmission capacity within the 545 Pipelines in the total amount of THREE MILLION DOLLARS (\$3,000,000.00). This payment may, at DEVELOPER's discretion, be paid in total, or may be paid in equal installments as each equivalent residential unit or connection receives a building permit (that is, at the same time the capital charges are paid under Subsection 21.1 hereof). The "equal installment" shall be five hundred dollars (\$500) per equivalent residential unit or connection. Notwithstanding anything to the contrary contained herein, the DEVELOPER shall be obligated to pay any remaining unpaid portion of the THREE MILLION DOLLARS on or before ten (10) years from the date of execution of this Agreement.

21.3. PRIOR NOTICE. The DEVELOPER agrees to notify the CITY in writing not less than thirty (30) days prior to estimated date of completion of construction of facilities requiring water and wastewater service, the date on which the DEVELOPER will require initial connection to the CITY's water and wastewater pipelines. Upon permit receipt by CITY of FDEP clearance and compliance with the CITY's standard project acceptance certificate attached to and incorporated as Exhibit "D" hereof, the CITY will permit immediate connection of water and wastewater facilities.

21.4. NO PRECEDENT. The provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by the DEVELOPER or other utility system extensions that may hereafter be required by DEVELOPER and which are not presently conferred by this Agreement.

21.5. RECLAIMED WATER. The parties acknowledge DEVELOPER's significant need for reclaimed water as a primary source of irrigation throughout the project. The DEVELOPER agrees to accept, use and dispose of and the CITY agrees to provide reclaimed water within the Property. The CITY shall be the exclusive provider of reclaimed water within the Property, and shall use its best efforts to provide as much reclaimed water as needed by DEVELOPER, subject to prior contractual commitments, state regulation, shortages, and CITY resolutions, ordinances, and policies, as amended from time to time. The DEVELOPER agrees to use reclaimed water as the primary source of irrigation for landscaping and golf courses, and shall pay the then prevailing CITY rate for use of reclaimed water. The DEVELOPER may utilize groundwater as a backup source of irrigation water in case of failure of the system until such time as reclaimed water is again available for use. Irrigation facilities shall be designed, permitted, owned, operated, and maintained by the DEVELOPER, and shall be submitted to the CITY for each phase of the project as a part of each master utility plan phase for CITY review and approval. The DEVELOPER plans on constructing three (3) eighteen hole golf courses and other landscape areas within the project. The DEVELOPER agrees to enter into a separate effluent easement and reclaimed water delivery agreement with the CITY to cover any portions of the project that will use 100,000 gallons per day, average annual basis or more of reclaimed water. Said agreement shall be in form substantially similar to that attached to and incorporated in this Agreement as Exhibit "E." Execution and delivery of this Agreement shall be a condition precedent to delivery of reclaimed water service to any such portion of the Property.

21.6. COMMUNITY DEVELOPMENT DISTRICT. The DEVELOPER has petitioned for and is seeking approval of two community development districts pursuant to Chapter 190, Florida Statutes. The parties anticipate that these districts (and others if needed) shall finance and cause construction of the facilities contemplated under this Agreement. It is not the intention of the parties that any community development district shall act as a retail water or wastewater utility provider; rather, the districts are intended to facilitate the cost effective provision of facilities and services from the CITY as retail utility provider to the DEVELOPER and its Property. However, the parties contemplate that these districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY. Therefore, portions of DEVELOPER's rights and obligations under this Agreement may be assigned to the districts; provided, however, that said assignment(s) shall only be effective at such time as each district executes and delivers to the CITY an acknowledgment and assumption, in form and substance reasonably acceptable to the CITY, that it will be bound by all of the applicable terms, conditions, and obligations of DEVELOPER contained in this Agreement. The CITY agrees to support creation of any such community development district by the DEVELOPER for the Property.

21.7. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

21.8. SUBMITTAL OF SHOP DRAWINGS. Prior to construction, the DEVELOPER shall submit to the CITY for its review and approval all shop drawings for materials and equipment for the construction of any facilities pursuant to this Agreement. CITY shall not withhold its approval of such shop drawings as long as they are consistent with the Plans and Specifications.

SECTION 22. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment.

IN WITNESS WHEREOF, DEVELOPER and the CITY have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Signed, sealed and delivered
in the presence of:

Maria E. Damas

By: MARIA E. DAMAS

Linda S. Hansell

By: Linda S. Hansell

CITY OF KISSIMMEE, FLORIDA

By: George A. Gant

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

Attest: Sandi P. Yeager Acting
Sandi Yeager, City Clerk
City of Kissimmee

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 5TH day of FEB., 2002, by George A. Gant, Mayor of the City of Kissimmee, a municipal corporation located in Osceola County, Florida. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

KEVIN M. O'LEARY
Notary Public, State of Florida
My comm. exp. July 1, 2005
Comm. No. DD 038102

Kevin M. O'Leary
Signature of Person Taking Acknowledgment

KEVIN M. O'LEARY
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

FOR THE USE AND RELIANCE
OF CITY OF KISSIMMEE ONLY.
APPROVED AS TO FORM.

Dated: 2/14, 2002

Donald T. Smallwood
Donald T. Smallwood

Signed, sealed and delivered
in the presence of:

"DEVELOPER"

GINN-LA ORLANDO II, LLLP, a Georgia
Limited Liability Partnership

By: THOMAS A. CLOUD

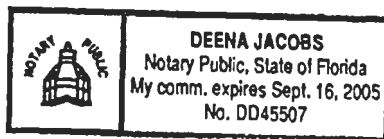
By: Mr. James E. Cooper,
Senior Vice President

[CORPORATE SEAL]

By: Trisha Warner Strawn

STATE OF FLORIDA
COUNTY OF ~~OSCEOLA~~ Orange

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by Mr. James E. Cooper, of Ginn-LA Orlando II, LLLP, a Georgia Limited Liability Partnership authorized to do business in the State of Florida, on behalf of the partnership. He is personally known to me or has produced driver's license as identification and did (did not) take an oath.



Deena Jacobs
Signature of Person Taking Acknowledgment

Deena Jacobs
Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

CL 2003140411

OR 2307/144

F:\USR\CONDEMN\City of Kissimmee\cloud tom\KISSIMMEE 21749\MAGNOLIA CREEK DEV AGRMT 21749-16\Agreements\Developer's Service Agreement ver 4 12-14-01.wpd

CL 2003140411

OR 2307/145

EXHIBIT "A"
Property Description
and Location Map

CL 2001066873

OR 1875/2712

EXHIBIT "A"**Revised Legal Description****January 8, 2001**

**Magnolia Creek Property Description In
Township 25 South, Range 27 East
Osceola County, Florida**

Tract 1**Section 23:**

Lots 7, 8, 10, 11, 12, 13 and Part of Lots 14, 15, 16 and 2, of Block "C", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B", Page 68, Public Records of Osceola County, Florida, in Section 23, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Southwest 1/4, all in Section 23, Township 25 South, Range 27 East.

and

That part of the Southeast 1/4 of the Southwest 1/4 lying North and West of State Road 400, in Section 23, Township 25 South, Range 27 East.

Section 26:

Lots, 8, 9, 10 and 13 of Block "B," all of Block C, and Lots 11 through 14 inclusive, of Block "D," Florida Fruit and Truck Land Company Subdivision. As per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 25, Township 25 South, Range 27 East, also known as:

The West 3/4 of the Northwest 1/4 of the Northwest 1/4, the East 1/4 of the West 3/4 of the Southwest 1/4 of the Northwest 1/4, the Southwest 1/4, and the Southwest 1/4 of the Southeast 1/4, all in Section 26, Township 25 South, Range 27 East.

That part of Lot 12, Block "B," Section 26, Township 25, Range 27 East, Florida Fruit and Truck Land Company, as recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, said Lot 12 being a part of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, and lying Southerly of the following described line:

From the West 1/4 corner of the aforesaid Section 26, Township 25 South, Range 27 East, run N00°08'32" E, along the West line of the Northwest 1/4 of said Section 26, a distance of 648.27 feet to the point of beginning of the following described line, from said point of beginning, Run S89°56'13"E, 666.44 feet to a point on the west line of Lot 13, Block "B" and terminus of this line description.

Subject to the following:

1. Road right of way for "public highway" over and across the South 15.00 feet, if subject road has not been legally vacated and abandoned.
2. State Road Department "right of way" for the Attaway parcel as described on document entitled "Section 9213-2401 State Road 400 Osceola County descriptions."

Section 27:

Lots 1, 2 and 11 through 16, inclusive, of Block "A", all of Block "B", all of Block "C", and all of Block "D", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 27, Township 25 South, Range 27 East. Also known as:

The South 1/2, the Northwest 1/4, and the South 1/2 of the Northeast 1/4, all in Section 27, Township 25 South, Range 27 East.

Section 28:

Lot 1, and that part of Lots 2, 15 and 16, Block "A", Lots 1 through 5 inclusive and that part of Lot 6, and 11 through 15 inclusive, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 28, Township 25 South, Range 27 East, said lots being a part of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of Southeast 1/4 and the South 1/2 of the Southeast 1/4, of said Section 28 and being more particularly described as:

That part of the above mentioned property, lying Southerly and Easterly of the following described line:

From the Northeast corner of said Section 28, Township 25 South, Range 27 East, run S00°12'57"W, along the East line of the Northwest 1/4 of said Section 28, a distance of 1377.25 feet to the point of beginning of the following described line. From said point of beginning, run N89°57'39"W 1327.66 feet, thence S00°01'13"W, 2618.24 feet, thence S89°45'25"W, 1324.05 feet, thence S00°14'39"W, 1321.98 feet, to a point on the South line of the Southeast 1/4 of Section 28, Township 25 South, Range 27 East, said point is the terminus of this line description and bears N89°56'28"E, 12.73 feet from the South 1/4 corner of said Section 28.

Section 33:

Lots 2 through 8, inclusive, of Block "A," Lot 2, less the North 125.00 feet of the West 350.00 feet, and Lots 3, 4, 5 and 6, Block "D," lying Southeasterly of Interstate 4, Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 33, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4, less the North 125.00 feet of the West 350.00 feet, and the Northeast 1/4 of the Southeast 1/4, lying Southeasterly of Interstate 4, all in Section 33, Township 25, Range 27 East.

Section 34:

All of Block "A," all of Block "B," all of Block "C," all of Block "D," Florida Fruit and Truck Land Company Subdivision as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 34, Township 25 South, Range 27 East, Also known as:

Section 34, Township 25 South, Range 27 East.

Section 35:

Lots 7 through 14, inclusive, of Block "A," all of Block "B," Lots 2 through 11, inclusive, and 13 through 16, inclusive, of Block "C," Lots 9 through 12, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 35, Township 25 South, Range 27 East. Also known as:

The West 1/2 of the Northeast 1/4, the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, the West 1/2 of the Southeast 1/4 of the Southwest 1/4, the East 1/2 of the Southwest 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4, the West 1/2 of the Southwest 1/4 of the Southeast 1/4, and the West 1/2 of the Northwest 1/4 of the Southeast 1/4, all in Section 35, Township 25 South, Range 27 East.

Less and except all roads and road rights of way for Interstate Highway No. 4, S.R. 545 and S.R. 532, on all parcels affected.

Parcel described contains 2112.025 acres more or less.

Survey and description is subject to all matters shown in Transamerica Title Insurance Company Commitment No. 65-901847.048Q.

(Owens Land Survey, Revised 9/27/90)

Tract 2

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 1330.30' to the North line of the S.W. 1/4 of the N.E. 1/4; thence North 89°08'35" West along said line 774.71' to the point of beginning, thence continue along said line 400.0' thence South 0°02'17" West, 410.67', thence South 71°30'00" East, 40.57', thence South 18°30'00" West 100.00 to the North right-of-way of county road, thence South 71°30'00" East, 414.48' thence North 0°02'17" East, 643.95' to the P.O.B.

Said lands lying in Osceola County containing 5.27 Acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q4.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90)

Tract 3

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 750.0' to the point of beginning, thence continue along said line North 0°03'40" East, 580.30', thence North 89°06'53" west, 774.71', thence South 0°02'17" West, 643.95', to the North right-of-way of county road, thence along said line South 71°30'00" East, 714.51', thence north 44°56'16" West 398.85' thence South 89°56'20" East, 375.00' to the P.O.B. said lands lying in Osceola County containing 12.10 acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q5.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

(Atlantic Land Design, Inc. Survey, Revised 8/28/90)

TRACTS 1, 2, and 3 EQUAL 2,129.395 TOTAL ACRES.

Additional Property included in the DRI and subjected to this DO

The west $1/2$ of the southeast $1/4$ of the southeast $1/4$, lying north of County Road 532 and south of Interstate Highway No. 4, and the southeast $1/4$ of the southeast $1/4$ of the southeast $1/4$, lying north of County Road 532, all lying in Section 33, Township 25 South, Range 27 East, Osceola County, Florida.

COMMENCE at a five inch by five inch concrete monument (I.S. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida; thence run North $00^{\circ}07'05''$ East, along the east line of said section 33, a distance of 262.44 feet to a point on the northerly right-of-way line of County Road No. 532 (200' wide right-of-way) and the TRUE POINT OF BEGINNING;

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North $00^{\circ}07'05''$ East, along said east line, a distance of 400.77 feet to a point; thence departing said east line North $89^{\circ}53'02''$ West, along the north line of Tract 1, Block D, Florida Fruit and Truck Land Company plat, as recorded in Plat Book B, Page 68 in the public records of Osceola County, Florida, a distance of 663.93 feet to a point; thence run North $00^{\circ}06'35''$ West, along the east line of Tract 16, Block D, of said Florida fruit and Truck Land Company plat, a distance of 662.72 feet to a point; thence run North $89^{\circ}55'33''$ West along the north line of said Tract 16, a distance of 278.50 feet to a point on the southeasterly right-of-way line of Interstate Highway No. 4 per Osceola County, Florida Right-of-Way Map of Interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South $39^{\circ}00'29''$ West, along said southeasterly right-of-way line, a distance of 19.59 feet to a point on a curve concave southeasterly, having a radius of 5635.58 feet, and a chord bearing of South $35^{\circ}45'43''$ West; thence run southwesterly 638.59 feet along the arc of said curve and southeasterly right-of-way line, through a central angle of $06^{\circ}29'33''$; thence run departing said southeasterly right-of-way line South $00^{\circ}08'41''$ West, along the west line of Tract 15, Block D, of said Florida Fruit and Truck Land Company plat, a distance of 255.77 feet to a point on the northerly right-of-way line of County Road No. 532 per Osceola County, Florida right-of-way map of interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South $78^{\circ}51'57''$ East, along said northerly right-of-way line, a distance of 206.74 feet to a point; thence continue along said northerly right-of-way line South $74^{\circ}34'36''$ East, a distance of 200.56 feet to a point, thence continue along said northerly right-of-way line South $78^{\circ}51'57''$ East, a distance of 947.84 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 15.99 acres, more or less.

The north 125 feet of the west 350 feet of Lot 2, Block D, of Florida Fruit and Truck Land Company plat of Section 33, Township 25 South, Range 27 East, Osceola County, Florida, per Plat Book B, Page 68 of the public records of Osceola County, Florida, being more particularly described as follows:

COMMENCE at a five inch by five inch concrete monument (I.s. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida. Thence run North 00°07'05" East, along the east line of the southeast 1/4 of said Section 33, a distance of 1326.42 feet to the northeast corner of said Lot 2; thence departing said east line run North 89°55'33" West, along the north line of said Lot 2, a distance of 314.03 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 89°55'33" West, along said north line, a distance of 350.00 feet to the northwest corner of said Lot 2; thence South 00°06'35" West, along the west line of said Lot 2, a distance of 125.00 feet to a point; thence departing said west line South 89°55'33" East, along the south line of the north 125 feet of said Lot 2, a distance of 350.00 feet to a point; thence departing said south line North 00°06'35" East, along the east line of the west 350 feet of said Lot 2, a distance of 125.00 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 1.00 acres, more or less.

ITEM 7.I

Cisco Webex Calling Contract Renewal

Request

Approval to purchase Cisco Webex Calling Services from CDW using the OMNIA Mesa 2024056-01 - GOV (2024056-01) Contract for a six-year term in the amount of \$212,800.56

Explanation

The City currently leverages Cisco Unified Communications Manager (CUCM) as its core solution for providing on-premises voice services across all departments. To maintain continuity and ensure long-term stability in our communications infrastructure, we are requesting approval of a six-year agreement with CDW, utilizing the Omnia Mesa Government Contract #2024056-01.

The first year of this renewal allows the City to gradually migrate from traditional on-premises calling to cloud-based Webex Calling, Cisco's next-generation unified communications platform.

Key Benefits of This Transition:

- **Cloud Migration Strategy:** Enables a phased shift to the cloud while minimizing disruption to day-to-day operations.
- **Simplified Management:** Reduces IT overhead by eliminating the need for extensive on-premises hardware maintenance and upgrades.
- **Integrated Communication:** Seamless calling experience within Webex promotes better collaboration through voice, messaging, and video from one interface.
- **Provides staff with secure, scalable, and flexible communication tools** that support hybrid and remote work models.
- **Cost Optimization:** Leverages predictable pricing over six years and avoids future capital expenditure on physical infrastructure.

This proposal aligns with the City's long-term modernization goals and supports a more agile, resilient, and user-centric communication framework.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56060103 505456			20,000	15,930.36

Financial Summary:

Annual payments of \$39,374.04 will be included in the IT Software Subscription Operating Account for years 2-6 of the agreement.

Recommendation

City of Kissimmee

Approval to purchase Cisco Webex Calling services from CDW for a six-year term utilizing the OMNIA Mesa 2024056-01 - GOV (2024056-01) contract in the amount of \$212,800.56 and for authorization for the City Manager to execute all documents relating to this agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology

Presenter:

Attachment(s):

1. Cisco Webex Calling Contract Renewal Addendum (S)

**PARTICIPATING ENTITY ADDENDUM TO CDW GOVERNMENT LLC
(HEREINAFTER “VENDOR”) CUSTOMER SUBSCRIPTION ORDER FORM DATED
6/17/25 AT 10:16 A.M. FOR CITY OF KISSIMMEE AND CITY OF MESA CONTRACT
2024056-01 (HEREINAFTER “PARTICIPATING ENTITY ADDEDNUM”)**

WITNESSETH

WHEREAS, the City of Kissimmee’s (hereinafter “City”) is in need of an on-premise calling plan; and

WHEREAS, Pursuant to the City’s Purchasing Manual, the City may procure goods and services directly from Federal, State, County, School Board, or Utility Authority contracts or another city’s contracts and from cooperative purchasing agreements; and

WHEREAS, Pursuant to a competitive bidding and selection process, Solicitation Number 2024056, the City of Mesa, Arizona, awarded the bid to Vendor and subsequently entered into Contract Number 2024056-01 (hereinafter referred to as “Master Agreement”);

WHEREAS, Section 38 of Exhibit C of the Master Agreement states, “This contract is available through National OMNIA Partners to agencies nationwide.”;” and

WHEREAS, City intends to access the Master Agreement and its terms, but seeks to add additional terms and conditions via this Participating Entity Addendum to add state and local legal requirements and specific local policy requirements; and

WHEREAS, Vendor and the City (collectively hereinafter the “Parties”) have determined that it is economically advantageous and in the best interest of the Parties to enter into this Agreement to provide services described in the Customer Subscription Order Form date 6/17 at 10:16 a.m. for City of Kissimmee (hereinafter “Quote”); and

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, each party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Participating Entity Addendum, the Master Agreement, the Quote, 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 Participating Entity Addendum, the Master Agreement, and the Quote, in that order.

Upon execution of this Agreement, all references made to the “City of Mesa” in the Master Agreement will be interpreted as pertaining to the “City of Kissimmee,” “City,” and “City of Kissimmee Commissioners,” all references made to “Contractor” in the Master Agreement will be interpreted as pertaining to Vendor and all terms and conditions of the Master Agreement not inconsistent with this Participating Entity Addendum, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the word “City of Mesa” appears, it will be read as “City of Kissimmee,” “City,” and “City of Kissimmee Commissioners” and wherever the word “Contractor” appears, it will be read as “Vendor.”

3. **TERM.** The term of this Agreement shall begin upon execution and continue through July 1, 2028, the initial term of the Master Agreement. This agreement may be extended if the Master Agreement is extended.
4. **PAYMENT.** City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by City and interest imposed by Vendor shall be made in compliance with said Act.
5. **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.
6. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such subcontractor affidavit for the duration of the Agreement. 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>.

Vendor shall, upon request, provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

7. **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.

8. **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.
9. **PUBLIC RECORDS.** Vendor 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, Vendor shall keep and maintain public records required by City to perform the service.

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

- a. If City's Custodian of Records requests records from Vendor, Vendor shall provide City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - b. Vendor 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 Vendor does not transfer the records to City.
 - c. Upon completion of the Agreement, Vendor shall transfer, at no cost, to City all public records in possession of Vendor or keep and maintain public records required by City to perform the service. If Vendor transfers all public records to City upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.
10. **HUMAN TRAFFICKING.** Vendor shall provide City with the affidavit provided in Exhibit B signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.
 11. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Vendor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Vendor represents and certifies that Vendor and its applicable subcontractors must not provide or use

such covered telecommunications equipment, system, or services for any scope of work performed for City for the entire duration of this Agreement. If Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source. Vendor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.

12. **CONFIDENTIALITY.** Vendor understands that City is a public entity subject to the public records laws of the State of Florida. Vendor shall identify specifically any information contained in this Agreement or that City receives from Vendor during the term of this Agreement, which Vendor considers confidential and/or proprietary and which Vendor believes to be exempt from disclosure to the public under applicable law, citing specifically the applicable exempting law. A generic notation that information is “confidential” is not sufficient. Failure to provide the Custodian of Public Records at 407-518-2308, Cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741 with a detailed explanation and justification including statutory cites and specific reference to this Agreement or other information that City receives from Vendor during the term of this Agreement detailing what provisions, if any, Vendor believes are exempt from disclosure, may result in public disclosure of such records in accordance with Chapter 119 of the Florida Statutes. Vendor will upon the request of City, at City’s discretion, defend City and its employees, advisors, agents, and elected and appointed officials against all claims and actions whether or not a lawsuit is commenced related to Vendor’s designation of material as confidential or exempt from public disclosure. Vendor shall indemnify and hold harmless City and its employees, advisors, agents and elected and appointed officials from any and all claims, actions, suits, judgements, fines, costs, fees including attorneys' fees, related to Vendor’s designation of material as confidential or exempt from public disclosure. Nothing herein shall be deemed to preclude City from exercising its own judgment regarding the disclosure of records and City may take any action that City in good faith believes is necessary for City to comply with federal and/or Florida public records laws, including but not limited to filing a declaratory action.
13. **FOREIGN COUNTRY OF CONCERN.** Vendor represents and warrants that it is not an entity that gives or will give access to an individual’s personal identifying information in violation of Section 287.138, Florida Statutes.
14. **REIMBURSEMENT OF TRAVEL EXPENSES.** City’s reimbursement of Vendor for any reasonable travel expenses, including meals, lodging, and transportation, actually incurred in connection with this Agreement shall be limited to the permissible amounts for those travel expenses set forth in in Florida Statutes section 112.061.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CITY:

CITY OF KISSIMMEE,
a Florida municipal corporation

By: _____
Mike Steigerwald
City Manager

Date: _____

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

VENDOR:

By: _____
Name: _____
(As Authorized Agent)

Date: _____

WITNESS:

By: _____

Name: _____

Date: _____

Title of Attached Agreement: CDW Government, LLC Customer Subscription Order Form Dated 6/17/25 at 10:16 a.m. for City of Kissimmee and City

EXHIBIT A
QUOTE



Customer Order Form
Cisco Products and Services

Seller: CDW Direct, LLC		
Customer: CITY OF KISSIMMEE		
Subscription Term Start Date: Align with Cisco Start Date		
Initial Subscription Term: 72 Months*	Subscription Payment: Annual	Auto Renew: No

Cloud Service Description	Unit Quantity	UOM	Initial Subscription Term Total Service Fee
EA Webex Calling Customer Assist	10	Per User	\$21,921.84
EntW Webex Calling	300	Per User	\$212,522.40
Outbound Calling Plan - Committed Enterprise Agreement User	10	Per User	\$1,800.00
Win with Webex EA Calling beginning 07/24/2025 for 12.00 month(s)	--		-\$23,443.68
Total Service Fees			\$212,800.56

ONE TIME COSTS

Setup Assist (One Time Charge)	100	Per Each	\$2,229.00
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LOCAL AUDIO

International Metered Calling for Local (Calling Rates: https://cs.co/uscallingrates)	1	Per Minute	
International Metered Calling for Non Local (Calling Rates: https://cs.co/uscallingrates)	1	Per Minute	

CISCO CALLING PLAN TN RATES

Telephone number (TN) for Non Local Number- Uncommitted	1	Per user per day	\$0.0329
Telephone number (TN) for Local Number- Uncommitted	1	Per user per day	\$0.0329

ADDITIONAL USAGE FEES

Emergency Response Center Call fee per location search US	1	Per Instance	\$43.00
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Cloud Service Description	Unit Quantity	UOM	Initial Subscription Term Total Service Fee
Port Order After Hours Fee	1	Per Each	\$170.00
Service Number Non Local Bundle	1	Per user per day	\$0.0329
Port Order Snapback Fee	1	Per Each	\$500.00
Port Order Change / Cancel Fee (Expedited)	1	Per Each	\$100.00
Port Order Cancellation Fee	1	Per Each	\$5.00
Service Number Bundle	1	Per user per day	\$0.0329

OVERAGES, billed monthly unless otherwise noted

Outbound Calling Plan- Uncommitted Usage Overage	1	Per user per day	\$0.1315
Service Number Overage	1	Per Minute	\$0.0030
Service Number Non Local Overage	1	Per Minute	\$0.0030

INCLUDED ITEMS

Collaboration Flex Plan 3.0	1		
Messaging Entitlement	372	Per User	
Cloud Device Registration Entitlement	372	Per User	
Webex Calling Entitlement	360	Per User	
Prem to Webex Calling / UCM Cloud	310	Per User	
Pro Pack for Cisco Control Hub Entitlement	372	Per User	
File Storage Entitlement	7440	Per User	
On Prem to Webex Contact Center - Premises Ent	1	Per User	
Webex Calling Customer Assist Entitlement	12	Per User	
CUBE for Webex Calling (2)	155	Per User	
Webex Calling Common Area Entitlement	155	Per User	
Basic Support for Flex Plan	310	Per Each	

SERVICE FEES SCHEDULE

Period	Total Service Fees
Year 1	\$15,930.36

Year 2	\$39,374.04
Year 3	\$39,374.04
Year 4	\$39,374.04
Year 5	\$39,374.04
Year 6	\$39,374.04
Total Service Fee	\$212,800.56

Initial Subscription Term Total : \$212,800.56

Terms:

1. **TERMS AND CONDITIONS** - Customer's obligations to Seller under this Subscription Order Form, including its payment obligations are subject to the Terms and Conditions of Sales and Service Projects on Seller's website at www.CDW.com, unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.
2. **TAXES** – Customer acknowledges that Seller will provide separate invoices for the Webex service and the Cisco Calling Plan service. The seller will collect applicable sales tax for the Webex service. If the Customer selects a Cisco Calling Plan service, the Seller will collect all indirect and telecommunication taxes and remit such taxes to Cisco on behalf of their affiliate Broadsoft Adaption LLC, the provider of the Cisco Calling Plan.
3. **PAYMENT** – Customer will pay all Fees for the use of the Cisco Products and Services as outlined in Seller's invoice within 30 days after the date of the invoice or by such other payment terms that may have been negotiated between Customer and Seller. In addition to the Subscription Fee, the Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by the Customer, including any True Forward or Exceptional Growth charges as referenced in the Cisco Terms (as defined below), audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco Products and Services. Seller will invoice Customer for the Subscription Fee periodically as set forth in this Customer Order Form unless otherwise agreed to between the parties. Seller will invoice for any usage, consumption, True Forward, overage, or any other additional fees based on Cisco's billing schedule for such charges. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".
4. **SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cisco Products and Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.
5. **NON-CANCELLABLE/NON-REFUNDABLE** - The Cisco Products and Services purchased under this Customer Services Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY SIGNING BELOW OR PLACING AN ORDER FOR ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: <https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html> which includes Cisco's General Terms at the following URL: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf and the Offer Descriptions at the following URL: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#-offer-descriptions-product> (2) that Cisco or its affiliates and not Seller will be responsible for the performance of the Cisco Products and Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: _____

Name: _____

Title: _____

Date: _____

Version Date: 6/17/2025

EXHIBIT B
HUMAN TRAFFICKING AFFIDAVIT



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:

ITEM 7.J

Shingle Creek Regional Trail, North 2C, Countyline Connector, Post-Design Services

Request

Approval is requested for the single-source procurement from KCG Transportation Services LLC (Contract #20250311) for Post-Design Services for the Shingle Creek Regional Trail, North 2C, Countyline Connector, totaling \$182,211.73.

Explanation

The Shingle Creek Regional Trail – North 2C Countyline Connector project is scheduled for construction in Fiscal Year 2025–2026 under the Local Agency Program (LAP) with the Florida Department of Transportation (FDOT). While the design was completed in 2021, post-design services are now required to update the plans to meet current standards and to provide support during construction.

The original design was completed by Kelly, Collins & Gentry, Inc. KCG Transportation Services LLC, a partner company that now manages transportation services, maintains continuity with the original design team. Given their direct involvement in the initial design, KCG Transportation Services LLC possesses a detailed understanding of the project's scope, design rationale, and technical requirements. Engaging KCG Transportation Services LLC ensures that any required plan updates and construction-related support remain aligned with the original design intent, minimizing potential conflicts or delays. Continuing with the original design team will also streamline coordination during construction, enabling timely responses to unforeseen issues or field adjustments.

To avoid delays and additional costs associated with a competitive procurement and onboarding of a new consultant, staff recommends proceeding with single-source procurement. Staff requests Commission authorization to enter into an agreement with KCG Transportation Services LLC for post-design services—including plan revisions and construction phase support—in an amount not to exceed \$182,211.73.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10345656-506393	GT2409	Decrease	400,000.00	182,212.00
10345656-506393	GT25XX	Increase		182,212.00

Financial Summary:

Adequate funding is readily available in the Gas Tax account, Project GT2409.

Recommendation

Approval is requested for the single-source procurement from KCG Transportation Services LLC for Post-Design Services for the Shingle Creek Regional Trail, North 2C, Countyline Connector, totaling \$182,211.73.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. 1. (S) Contract SCRT North 2C Countyline Connector 6 27 2025 signed KCGTS
2. 2. Shingle Creek North Ph 2C Countyline Connector - Project Location Map

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND KCG TRANSPORTATION SERVICES LLC**

THIS AGREEMENT is made and entered this _____ day of _____, 2025 by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and KCG Transportation Services LLC., whose address is 1700 N. Orange Avenue, Suite 333, Orlando, FL 32804, hereinafter referred to as ("ENGINEER"), and each represents as follows:

WHEREAS, the Shingle Creek Regional Trail, North 2C, Countyline Connector project (the "Project"), is scheduled for construction in Fiscal Year 2025-2026 under the Local Agency Program with the Florida Department of Transportation. The design for this project was completed in 2021; however, post-design services are now required to update the original design plans to comply with current standards and to provide ongoing support during construction, and;

WHEREAS, CITY considered multiple methods of procuring the services necessary to complete the Project and deemed Single Source as the most efficient, economical and in the best interest of CITY; and

WHEREAS, the service provided by ENGINEER is considered a Single Source under the City of Kissimmee Purchasing Manual because of its continuation of previous work in design of the Project; and

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

1. **RECITALS**. The foregoing recitals are true and correct and specifically incorporated herein and made a part of this Agreement.
2. **TERM**. This Agreement is in effect from the date of the Notice to Proceed until December 3, 2027.
3. **SERVICES**. ENGINEER shall provide professional services required pursuant to the Scope of services attached hereto and incorporated herein as **Exhibit "A."**
4. **LICENSES and PERMITS**. ENGINEER shall secure all licenses and permits necessary for initiation and completion of the services contained herein. The City shall be responsible for the payment of license and permit fees.
5. **REPRESENTATIONS**. ENGINEER hereby represents to the CITY that:
 - a. ENGINEER has the experience and skill to perform the services required by this Agreement.

- b. ENGINEER is licensed to perform these services by the State of Florida.
 - c. ENGINEER will provide and employ personnel qualified and experienced in their profession to perform the services required. CITY may at any time require ENGINEER to remove any person employed in connection with the performance of services who, in CITY'S sole discretion, is not suitable for the performance of the duties required. ENGINEER shall immediately remove the individual from performance of work under this Agreement without hesitation or challenges to CITY.
 - d. ENGINEER will comply with applicable federal, state and local laws and codes. ENGINEER and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of all license and certification fees. ENGINEER shall, upon request, provide the CITY with proof of certification compliance.
 - e. ENGINEER will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner, consistent with the best interest of the CITY.
 - f. ENGINEER is adequately financed to meet any financial obligations it may be required to incur under this Agreement.
6. **PAYMENT.** CITY agrees to pay ENGINEER within 30 calendar days of receipt of a proper invoice. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the ENGINEER'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 ENGINEER in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. ENGINEER 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 ENGINEER shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
7. **INSURANCE REQUIREMENTS.** ENGINEER 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, ENGINEER at its sole cost and expenses shall maintain insurance coverage as follows:
- a. **Workers Compensation:** The ENGINEER 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:** The ENGINEER will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- c. **Comprehensive Automobile Liability:** The ENGINEER will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- d. **Umbrella Insurance:** The ENGINEER will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

8. **TERMINATION.**

- a. **TERMINATION FOR CONVENIENCE.** The CITY reserves the right to terminate the Agreement in whole or part by giving the ENGINEER written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the CITY, the ENGINEER 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 ENGINEER.

Upon termination, ENGINEER 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 ENGINEER 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.

- b. **TERMINATION FOR CAUSE.** If CITY wishes to terminate the ENGINEER for cause due to the failure of ENGINEER 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 ENGINEER with written notice of said failure to perform. The CITY must give ten (10) working days from the ENGINEER'S receipt of the Notice to Cure for the ENGINEER to cure or take reasonable action to commence to cure the performance concerns specified. If the ENGINEER does not take appropriate action

within the ten (10) day period, the CITY may issue a Final Notice to Cure. The ENGINEER 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 ENGINEER is terminated for cause, the ENGINEER may provide or employ any necessary labor and materials in lieu of ENGINEER to finish part or all of the work under the Agreement or to supplement the work of ENGINEER, and to deduct the cost thereof from any money, then due or thereafter to become due to the ENGINEER; and if such cost shall exceed the balance due to ENGINEER, then the ENGINEER shall pay the difference to the CITY.

9. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., ENGINEER and its sub-contractors 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 sub-contractors to provide ENGINEER with an affidavit stating that the sub-contractor does not employ, contract with, or subcontract with an unauthorized alien. ENGINEER shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The CITY, ENGINEER, or any sub-contractor 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 sub-contractor knowingly violated the provisions of this section, but ENGINEER otherwise complied, shall promptly notify ENGINEER and ENGINEER shall immediately terminate the contract with the sub-contractor.
 - 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. 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 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.
10. **FORCE MAJEURE.** Neither party shall be responsible for its failure to perform due to

causes beyond its reasonable control, such as acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), theft, war, riot, embargoes, military or usurped power or confiscation, terrorist activities, or an event for which a declaration of emergency is issued by legally empowered local, state, or federal governing authorities.

11. **INDEMNIFICATION.** To the extent permitted by law, ENGINEER 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 ENGINEER agents, employees, sub-contractors, or other persons, for which injury or damaged results 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.

ENGINEER agrees to indemnify and hold harmless the CITY, its agents, officers, employees against any and all claims, demands, liabilities, penalties, forfeitures, suits, judgments and the associated costs and expenses (including attorney's fees) of every kind and nature, for the enforcement, defense, or appeals thereof arise from ENGINEER'S performance of the Agreement or any breach or default thereof by ENGINEER.

12. **NON-DISCRIMINATION.** ENGINEER agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national original, 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.
13. **NONASSIGNMENT; SUBCONTRACTOR.** ENGINEER may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the consent of CITY. CITY may cancel this Agreement for cause should ENGINEER attempt to make an unauthorized assignment of any right or obligation arising hereunder.
14. **INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner as creating or establishing a relationship of co-partners between the Parties or as constituting ENGINEER as an agent, representative or employee of CITY for any purposes or in any manner whatsoever. ENGINEER is and shall remain an independent ENGINEER with respect to all services performed under this Agreement.
15. **HUMAN TRAFFICKING.** ENGINEER shall provide CITY with the affidavit provided in **Exhibit "B"** signed by an officer or representative of ENGINEER attesting, under penalty

of perjury, that ENGINEER does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

16. **PUBLIC ENTITY CRIMES.** ENGINEER represents and warrants that it is not listed on the State of Florida's convicted vendor listing established under the provisions of Section 287.133, Florida Statutes, whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. ENGINEER acknowledges the continuous duty to disclose to the City if ENGINEER or any of its affiliates are placed on the convicted vendor list.

17. **NON-DISCRIMINATION.** ENGINEER, for itself, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

- a. No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of Services described herein; and
- b. No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

ENGINEER agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon ENGINEER, its successors, transferees, and assignees, for the period during which Services are provided. ENGINEER further agrees to ensure that its independent contractors and subcontractors are not in violation of the terms of this provision.

18. **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 ENGINEER, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

19. **PUBLIC RECORDS.** ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER has questions regarding the application of Chapter 119, Florida Statutes, to CONTRACTOR'S duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, CITYclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

20. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
21. **JURY TRIAL WAIVER; VENUE; WAIVER OF ATTORNEY FEES.** ENGINEER

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.

22. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the CITY may have, or of future rights to enforce compliance.
23. **NOTICES.** All notices and demands shall be sent U.S. Certified Mail, return receipt to:

As to ENGINEER:

Steven M Kreidt
1700 North Orange Ave
Suite 333
Orlando, FL,32804

As to CITY:

CITY of Kissimmee
Public Works & Engineering
101 Church St.
Kissimmee, FL 34741

24. **ENTIRETY OF AGREEMENT.** This Agreement, including any attachments and exhibits referred to herein shall constitute the entire Agreement of the parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.
25. **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.
26. **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.

Signature page to follow

EXHIBIT "A"
SCOPE OF SERVICE



**KCG
TRANSPORTATION
SERVICES**

ENGINEERING / PLANNING

May 14, 2025 Revised June 20, 2025

Yurley Torres (via E-mail: Yurley.PerezTorres@kissimmee.gov)
Project Manager
City of Kissimmee Public Works & Engineering
101 Church Street
Kissimmee, FL 34741

Subject: **Shingle Creek Regional Trail – North 2C – Countyline Connector
Proposal for Post-Design Services**
FDOT LAP Project No: 442870-2-68-01

Dear Ms. Torres:

Please find below the Scope of Services / Tasks proposed to support the construction of the Shingle Creek Regional Trail – North Phase 2C – Countyline Connector. Attached are the proposed staff hours and fee proposal for that work.

This proposal assumes a 6-month Plans Update Timeline. The initial Plans Update will consist of a 3-month duration, followed by a Plan Submittal. We expect 1 review cycle from the City & FDOT, after which we will address and respond to those comments and submit Final Signed and Sealed Plans.

It is our understanding that the project construction duration will be approximately 450 days to final completion, and the day-to-day inspection services will be provided by others. KCGTS will provide the following services for the project:

SERVICES / TASKS	Total Staff Hours
Plans Update Phase Services	
Update Design Files to include Segment from North 2D	40
Revise & Update Plans	32
Utility Coordination	36
Meetings	16
CEI RFQ Assistance	12
Total Staff Hours	136

SERVICES / TASKS	Total Staff Hours
BID / CONSTRUCTION PHASE SERVICES	
Bid Documents/Specifications	40
Attend Pre-Bid Meeting	6
Respond to Bid Questions	12
Prepare Plan Revisions	20
Bid Review and Analysis	20
Attend Progress Meetings	30
Field Reviews / Site Visits	32
Review of Shop Drawings and Submittals	32
Respond to RFIs and Change Orders	60
Total Staff Hours	252

We appreciate the opportunity to assist with this project and propose to perform the work for a not-to-exceed amount of \$182,211.73. If you have any questions, or require additional information, please do not hesitate to contact me or Stephen DiCiero.

Sincerely,
KCG TRANSPORTATION SERVICES

Steven M. Kreidt

Steven M. Kreidt, P.E.
Principal / Chief Engineer

CC: Stephen P. DiCiero, P.E., Project Engineer, KCG Transportation Services
Ramy Kamal, Project Manager, City of Kissimmee
David Gomez, P.E., Engineering Division Manager, City of Kissimmee

PLANS UPDATE, BID, AND CONSTRUCTION PHASE SERVICES

ESTIMATE OF WORK EFFORT AND COST

Name of Project: Shingle Creek Regional Trail - North Phase 2C - Countyline Connector
 County : Osceola
 Client: City of Kissimmee

Consultant: KCGTS
 Date: 05/30/2025
 Estimator: SPD

Construction Duration = 450 days

Staff Classification	Total Staff Hours	Principal \$320.00	Senior Engineer \$201.25	Project Engineer \$158.13	Senior Designer \$122.19	CADD Tech \$69.00	Secretarial / Clerical \$51.75	Notes	Salary Cost By Activity
PLANS UPDATE PHASE SERVICES									
Update Design Files to include Segment from North 2D	40	4	6	10	10	10	0	Horizontal / Vertical Master Design Files	\$5,980.70
Revise & Update Plans	32	3	5	8	8	8	0	Update Plans per new connection & to current standards/specs	\$4,784.56
Utility Coordination	36	2	26	8	0	0	0	Re-engage with UAO's as construction	\$7,137.54
Meetings	16	4	6	2	0	0	0		\$2,803.76
CEI RFQ Assistance	12	2	4	4	2	0	0	Per City's Request	\$2,321.90
Subtotal	136	15	47	32	20	18	0	Subtotal	\$23,028.46

BID PHASE SERVICES									
Bid Documents / Specifications	40	8	12	16	2	0	2		\$7,852.96
Attend Pre-Bid Meeting	6	3	3	0	0	0	0		\$1,563.75
Respond to Bid Questions	12	1	2	2	4	1	1		\$1,745.91
Prepare Plan Revisions	20	2	3	4	7	2	2		\$2,909.85
Bid Review and Analysis	20	7	7	6	0	0	0		\$4,597.53
Subtotal	98	21	27	28	13	3	5	Subtotal	\$18,670.00

CONSTRUCTION PHASE SERVICES									
Attend Progress Meetings	30	15	15	0	0	0	0	1 meeting/month @ 15 months x 1 hr x 2 people	\$7,818.75
Field Reviews / Site Visits	32	32	32	0	0	0	0	2 hrs + travel (1 hr) / field visit x 8 visits x 2 people	\$16,680.00
Review of Shop Drawings and Submittals	32	5	8	8	10	2	0	16 Shop Drawings Anticipated x 2 hrs/ea	\$5,694.46
Respond to RFIs and Change Orders	60	9	15	15	18	3	0	Est. 2 / month x 2 hrs/ea	\$10,677.12
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
Subtotal	154	61	70	23	28	5	0	Subtotal	\$40,870.33

Total Staff Hours	252	82	97	51	41	8	5		
Total Staff Cost		\$26,240.00	\$19,481.00	\$8,026.68	\$4,985.35	\$538.20	\$269.10		\$82,568.79

Notes:

SUBTOTAL: **\$82,568.79**
 Expenses (3%): \$2,477.06
SUBTOTAL ESTIMATED FEE: **\$85,045.85**
 Subconsultant Fee (Structural) \$97,165.88
GRAND TOTAL ESTIMATED FEE: **\$182,211.73**



735 Primera Blvd, Suite 220
Lake Mary 32746-2150, FL

Tel 407.547.2121

DATE: May 05, 2025 Revised June 20, 2025

To: Mr. Stephen DiCiero, P.E.
Project Engineer
KCG Transportation Services
1700 N. Orange Avenue, Suite 333
Orlando, FL 32804

From: Stefan M. Levine, P.E. Structures Engineer
SAI Consulting Engineers, Inc.
735 Primera Blvd., Suite 220
Lake Mary, Florida 32746
slevine@saiengr.com

PLANS UPDATE – PHASE 2C PEDESTRIAN BRIDGE OVER SHINGLE CREEK
RE: 430225-1: Pedestrian Bridge Over Shingle Creek

Mr. DiCiero/City of Kissimmee,

Please find attached the scope of services, for the Plans Update for the Pedestrian Bridge Over Shingle Creek, Phase 2C, and fee estimate. The request for a Supplemental Agreement (SA) to the current contract is necessary to perform the plans update for the City of Kissimmee to update the plans and calculations to the current standards.

The request for Performing a Plans Update for the Plans and Calcs is necessary for the ongoing engineering services.

Proposed Fee Estimate (Lump Sum): **\$97,165.88**

Attachments

Attachment A:

Scope of Services for implementation of Performing a Plans Update for the Plans and Calcs.

Attachment B:

Fee Estimate in a PDF format.

Exhibit “A”

FPID # 430225-1-32-01 (Pedestrian Bridge Over Shingle Creek – Phase 2C Plans Update)

SCOPE OF SERVICES

PLANS UPDATE – PHASE 2C PEDESTRIAN BRIDGE OVER SHINGLE CREEK (Design Services)

FINANCIAL PROJECT ID(S). 430225-1-32-01

PHASE 2C PEDESTRIAN BRIDGE OVER SHINGLE CREEK Osceola County

1.0 BACKGROUND:

SAI Consulting was originally retained by the KCG under Contract 1016.COK; to provide Structural engineering services.

SAI Consulting Engineers, Inc. (SAI), a Sub Consultant to KCA, will be responsible for the Structure Design Plans, Calculations, and Design Professional, SAI will provide the additional professional engineering design services as outlined below.

2.0 PURPOSE:

- Perform a Plans Update for PHASE 2C PEDESTRIAN BRIDGE OVER SHINGLE CREEK
- The Structures Plans and Calculations were placed on the shelf in April 2020 and the plans and calculations need to be updated to comply with today's standards and specifications.

3.0 SERVICES TO BE PERFORMED:

Scope of Work

- A. Field investigations in the vicinity of the proposed work to review readily observable conditions.
- B. Verify Overall Final Bridge Geometry still works with the present constraints.
- C. Update General Notes and Summary of Bridge Pay Items and Quantities
- D. Update the three General Plan and Elevation Sheets per current standards and specifications.
- E. Update End Bent and Intermediate Bent geometry and structural calculations per current standards and specifications.
- F. Update End Bent and Intermediate Bent Detail Sheets.

- G. Verify Finish Grade Elevations.
- H. Update FIB structural design to comply with current program, standards and specifications.
- I. Verify all the structural detailing and geometry on the 6 Superstructure Plan Sheets and 4 Superstructure Detail Sheets.
- J. Verify the 2 Reinforcing Bar List Sheets.
- K. Incorporate the additional scope in the Cost Estimate.
- L. Additional Field Reviews required for the added scope.
- M. Incorporate the additional scope in Plan Sheets.
- N. Perform Quality Assurance/Quality Control, Supervision and coordination during design.

Attachment B

Design Staff-hours/Fee Estimate

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 430225-1-58-01

Project Name: Shingle Creek - Phase 2C F

FAP Number: N/A

Date: 6/20/2025

Name of Consultant: SAI Consulting Engineers, I

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS	
	Firm Total Hours	Project Manager 3 Home	Chief Engineer 2 Home	Senior Engineer 2 Home	Engineer 2 Home	CADD/Computer Technician Home	Staff Classi- fication 6	Staff Classi- fication 7	Staff Classi- fication 8	Staff Classi- fication 9	Staff Classi- fication 10	Staff Classi- fication 11	Staff Classi- fication 12	RANGE	
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
3. Project Common and Project General Tasks	35	10	4	7	10	4	0	0	0	0	0	0	0	35	39
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	435	0	43	87	196	109	0	0	0	0	0	0	0	435	479
TOTALS	470	10	47	94	206	113	0	0	0	0	0	0	0	470	518
Field Survey Estimate:														FIRM TOTAL	
0 4-person crew days														470	518

Notes:

1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 64 to 98 of this sheet.
3. Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
4. Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT																
Name of Project:		Shingle Creek - Phase 2C Pedestrian Bridge										Consultant Name: SAI Consulting Engineers, Inc				
County:		Osceola										Consultant No.:				
FPN:		430225-1-58-01										Date: 6/20/2025				
FAP No.:		N/A										Estimator: Stefan Levine				
Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager 3 Home	Chief Engineer 2 Home	Senior Engineer 2 Home	Engineer 2 Home	CADD/Computer Technician Home	Staff Classi- fication 6	Staff Classi- fication 7	Staff Classi- fication 8	Staff Classi- fication 9	Staff Classi- fication 10	Staff Classi- fication 11	Staff Classi- fication 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$258.60	\$289.76	\$258.60	\$200.96	\$135.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project Common and Project General Tasks	35	10	4	7	10	4	0	0	0	0	0	0	0	35	\$8,104.84	\$231.57
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	435	0	43	87	196	109	0	0	0	0	0	0	0	435	\$89,061.04	\$204.74
Total Staff Hours	470	10	47	94	206	113	0	0	0	0	0	0	0	470		
Total Staff Cost		\$2,586.00	\$13,618.72	\$24,308.40	\$41,397.76	\$15,255.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Check = \$97,165.88		\$206.74
														SALARY RELATED COSTS:		
																\$97,165.88
																\$97,165.88
																\$97,165.88
																\$0.00
																\$97,165.88
																\$0.00
																\$97,165.88

Project Activity 3: General Tasks

Estimator:						Shingle Creek - Phase 2C Pedestrian Bridge 430225-1-58-01
Representing		Print Name		Signature / Date		
FDOT District 5						
SAI Consulting Engineers, Inc		Hamze Samara				
NOTE: Signature Block is optional, per District preference						
Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	5	5	
3.3.2	Estimated Quantities Report Preparation	Report	1	Calculated Hours	8	
		Components	1	18		
3.4	Contract Maintenance and Project Documentation	LS	1	8	8	(1*4 months)+ 4 hrs. for final documentation
3.5	Value Engineering (Multi-Discipline Team) Review	LS	0	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	6	6	See listing below
3.7	Plans Update	LS	0	0	0	
3.8	Post Design Services	LS	0	0	0	
3.9	Digital Delivery	LS	1	4	4	For setup of the signature sheet
3.10	Risk Assessment Workshop	LS	0	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	0	0	0	
3.11.1	Aeronautical Evaluation	LS	0	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	0	0	0	
3.13	Other Project General Tasks	LS	1	4	4	Contract Time Memo, prepare and update. QC/QA
3. Project Common and Project General Tasks Total					35	
3.6 - List of Project Manager Meetings		Units	No of Units	Hours/ Unit	Total Hours	Comments
Structures		EA	1	2	2	Meeting 1h, prepare and meeting notes.
Field Reviews		EA	1	4	4	1 Field Reviews. 1*(2 people)*(4 hrs)
Total Project Manager Meetings			2		6	Total PM Meeting Hours carries to Task 3.6 above

Notes:

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

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator:

Shingle Creek - Phase 2C Pedestrian Bridge

430225-1-58-01

Representing	Print Name	Signature / Date
FDOT District		
SAI Consulting Engineers, Inc	Stefan Levine, P.E.	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	Design and Production Staffhours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
	General Drawings						
9.1	Key Sheet and Index of Drawings	Sheet	1	4	1	4	
9.2	Project Layout	Sheet	1	4	1	4	
9.3	General Notes and Bid Item Notes	Sheet	1	4	1	4	
9.4	Miscellaneous Common Details	Sheet	0	0	0	0	
9.5	Incorporate Report of Core Borings	Sheet	0	0	0	0	
9.6	Standard Plans- Bridges	LS	1	1		1	
9.7	Existing Bridge Plans	LS	0	0		0	
9.8	Structures Quantities for EQ Report	Bridges	1	Calculated Hours 8		8	
		Walls	0				
		Box Culverts	0				
9.9	Cost Estimate	LS	1	4		4	
9.1	Technical Special Provisions and Modified Special Provisions	LS	0	0		0	
Structures - Summary and Miscellaneous Tasks and Drawings					3	25	

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1	340	0	0	0	340	0	0	0		
17	Retaining Walls	0								0	
18	Miscellaneous Structures	0									0
Structures Technical Subtotal		340	0	0	0	340	0	0	0	0	0
Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments					
9.11	Field Reviews	LS	1	8	8						
9.12	Technical Meetings	LS	1	2	2	Meetings are listed below					
9.13	Quality Assurance/Quality Control	LS	%	5%	18						
9.14	Independent Peer Review	LS	0	0	0						
9.15	Supervision	LS	%	5%	18						
Structures Nontechnical Subtotal					46						
9.16	Coordination	LS	1	24	24						
9. Structures - Summary and Miscellaneous Tasks and Drawings					95						

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
BDR Coordination/Review	EA	0	0	0			0
90/100% Comment Review	EA	1	1	1			0
Aesthetics Coordination	EA	0	0	0			0
Regulatory Agency	EA	0	0	0			0
Local Governments (cities, counties)	EA	1	1	1			0
Utility Companies	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				2			0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				2	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 9.12

Carries to Tab 3

Project Activity 13: Structures- Medium Span Concrete

Estimator:

Shingle Creek - Phase 2C Pedestrian Bridge

Bridge Identifier (Number or Name):

430225-1-58-01

Representing	Print Name	Signature / Date
FDOT District		
SAI Consulting Engineers, Inc	Stefan Levine, P.E.	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
13.1	Overall Bridge Final Geometry	LS	1	6		6	
13.2	Expansion/Contraction Analysis	EA Unit	1	2		2	
13.3	General Plan and Elevation	Sheet	3	6	3	18	Three General Plan and Elevation Sheets. STA 1009+12.00 - STA 1013+12.00; STA 1013+12.00 - STA 1017+12.00; and STA 1017+12.00 - STA 1021+11.25
13.4	Construction Staging	Sheet	0	0	0	0	
13.5	Approach Slab Plan and Details	Sheet	0	0	0	0	
13.6	Miscellaneous Details	Sheet	0	0	0	0	
End Bent Design and Plans							
13.7	End Bent Geometry	EA End Bent	2	8		16	
13.8	Wingwall Design and Geometry	EA End Bent	2	8		16	
13.9	End Bent Structural Design	EA Design	2	8		16	
13.10	End Bent Plan and Elevation	Sheet	0	0	0	0	End Bent Plan and Elevation are included on the first End Bent Detail Sheet.
13.11	End Bent Details	Sheet	2	8	2	16	2 End Bent Detail Sheets. End Bent Plan and Elevation are included on the first End Bent Detail Sheet.
Intermediate Bent Design and Plans							
13.12	Bent Geometry	EA Bent	11	4		44	
13.13	Bent Stability Analysis	EA Design	2	4		8	
13.14	Bent Structural Design	EA Design	2	4		8	
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	Intermediate Bent Plan and Elevation are included on the first Intermediate Bent Detail Sheet.
13.16	Bent Details	Sheet	2	6	2	12	2 Intermediate Bent Detail Sheets. Intermediate Bent Plan and Elevation are included on the first Intermediate Bent Detail Sheet.

Project Activity 13: Structures- Medium Span Concrete

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Pier Design and Plans							
13.17	Pier Geometry	EA Pier	0	0		0	
13.18	Pier Stability Analysis	EA Design	0	0		0	
13.19	Pier Structural Design	EA Design	0	0		0	
13.20	Pier Plan and Elevation	Sheet	0	0	0	0	
13.21	Pier Details	Sheet	0	0	0	0	
Miscellaneous Substructure Design and Plans							
13.22	Foundation Layout	Sheet	5	4	5	20	
Superstructure Deck Design and Plans							
13.23	Finish Grade Elevation (FGE) Calculation	LS	1	12		12	
13.24	Finish Grade Elevations	Sheet	3	6	3	18	
13.25	Bridge Deck Design	EA Section	1	8		8	
13.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	1	8		8	
13.27	Diaphragm Design	EA Section	1	8		8	
13.28	Superstructure Plan	Sheet	6	4	6	24	
13.29	Superstructure Section	Sheet	0	0	0	0	Superstructure Section included on the first Superstructure Detail Sheet.
13.30	Miscellaneous Superstructure Details	Sheet	4	8	4	32	4 Superstructure Detail Sheets to include: Thickened End Detail, V-Groove Detail, Const. JT. Detail, Diaphragm Detail, Sidewalk Cover Plate Detail, Expansion Joint Data Table, Strip Seal Expansion Joint Data Table, and Deck Casting Sequence Notes. Superstructure Section included on the first Superstructure Detail Sheet.
Reinforcing Bar Lists							
13.31	Preparation of Reinforcing Bar List	Sheet	2	6	2	12	
Simple Span Concrete Design							
13.49	Prestressed Beam	EA Design	1	8		8	
13.50	Prestressed Beam Schedules	Sheet	1	16	1	16	1 table with 12 lines
13.51	Framing Plan	Sheet	0	0	0	0	
Beam Stability							
13.52	Beam/girder stability	EA Unit	1	4		4	
Bearing							
13.53	Bearing pad and bearing plate design	Type/ Span	1	4		4	
13.54	Bearing pad and bearing plate details	Sheet	1	4	1	4	
Load Rating							
13.55	Load Ratings	Per Beam	0	0		0	
13. Structures - Medium Span Concrete Bridge Total					29	340	

EXHIBIT "B"
HUMAN TRAFFICKING AFFIDAVIT



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.

KCG TRANSP. SRVC 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.

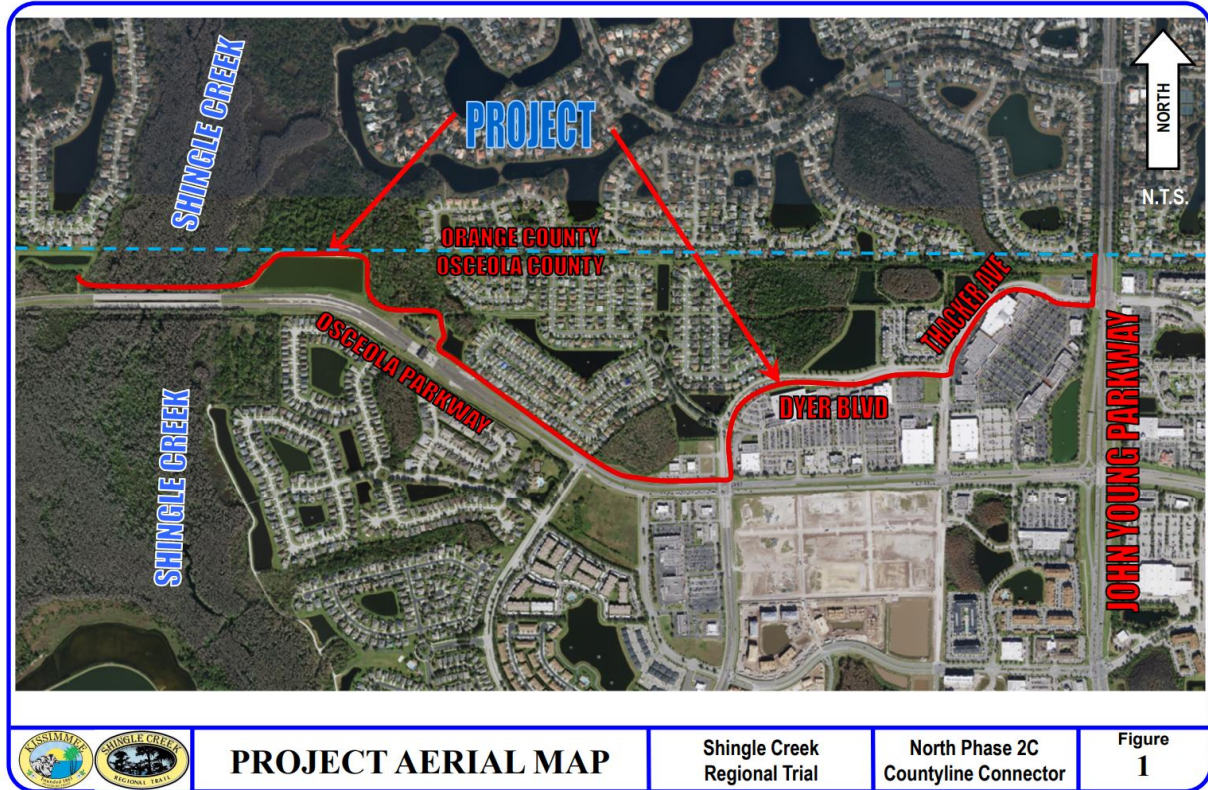
Print Name of Contractor's Authorized Representative: STEVEN A. KREIDT

Title of Contractor's Authorized Representative: PRINCIPAL

Signature of Contractor's Authorized Representative: [Signature]

Date: 6/30/25

Shingle Creek North Ph 2C Countyline Connector Project Location Map



ITEM 7.K

Extension of Continuing Professional Engineering Services Contracts

Request

Request approval of the third one-year extension of Continuing Professional Engineering Services contracts with the following firms:

1. BCC Engineering (#20230226)
2. Burgess & Niple, Inc. (#20230227)
3. Consor Engineers, LLC (#20230228)
4. Kimley-Horn and Associates, Inc. (#20230229)
5. RS&H, Inc. (#20230230)
6. Metro Consulting Group, LLC (#20230231)
7. Michael Baker International, Inc. (#20230232)

Explanation

On July 6, 2021, the City Commission approved the award of Continuing Professional Engineering Services contracts to seven qualified firms through a competitive selection process (RFQ). The Original Agreements provided for an initial two-year term with the option of three 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, and Staff has reviewed the services and performance of each of the selected firms and recommends exercising the third and final optional extension. If approved, the new contract expiration date will be July 6, 2026. Any updates to scope or fee schedules are detailed in the individual extension agreements.

Recommendation

Approval of the third one-year extension of Continuing Professional Engineering Services contracts with BCC Engineering, Burgess & Niple, Inc., Consor Engineers, LLC, Kimley-Horn and Associates, Inc., RS&H, Inc., Metro Consulting Group, LLC, and Michael Baker International, Inc., and extending the agreements through July 6, 2026.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Third Renewal - Consor Engineers, LLC
2. (S) Third Renewal - Michael Baker International, Inc.
3. (S) Third Renewal - RS&H, Inc.
4. (S) Third Renewal - BCC Engineering
5. (S) Third Renewal - Burgess & Niple, Inc.
6. (S) Third Renewal - Metro Consulting Group, LLC
7. (S) Third Renewal - Kimley-Horn and Associates, Inc.

**THIRD RENEWAL AND AMENDMENT TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND CONSOR NORTH AMERICA, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS THIRD RENEWAL AND AMENDMENT of the Agreement for Professional Services is made this ____ day of _____ 2025, *nunc pro tunc* to July 6, 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 Consor North America, Inc., located at 6505 Waterford District Drive, Suite 470, Miami, FL 33126, hereinafter known as “DESIGN ENGINEER.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 and received responses through a competitive selection process in accordance with the Consultants’ Competitive Negotiation Act, Florida Statutes section 287.055; and

WHEREAS, on July 06, 2021, the City of Kissimmee and Consor North America, Inc. entered into an Agreement for Professional Engineering Services (the “Original Agreement”); and

WHEREAS, on July 18, 2023, 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, on July 02, 2024, the Parties executed a Second Renewal to the Agreement to exercise the option to renew the Agreement for an additional twelve (12) month period (hereinafter referred to as “Second Renewal”); and

WHEREAS, DESIGN ENGINEER and CITY have agreed to amend the hourly rate schedule for work to be performed pursuant to this third and final renewal; and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional and final (1) year period and amend the rates 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 Third Renewal and Amendment, the CITY and DESIGN ENGINEER agree to the terms and conditions of the First Renewal dated July 18, 2023, the Second Renewal dated July 02, 2024. and Original Agreement dated July 06, 2021, incorporated herein by reference and attached hereto as **Exhibit “1”**.
- 3. AMENDMENT.** Exhibit “C” of the Original Agreement is hereby rescinded in its entirety and replaced by the attached “Exhibit “C.” The hourly rate schedule described therein is effective as of July 6, 2025.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Third Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

CONSOR ENGINEERS, LLC

Signed by:
By: Matthew Cass
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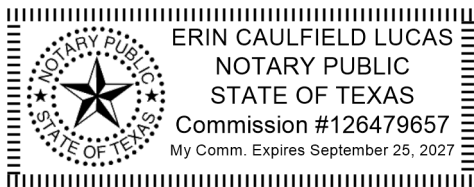
Title: Svp

Date: 7/7/2025

STATE OF Texas)
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 7th day of July, 2025, by means of ☐ physical presence or ☒ online notarization by Matthew Cass as Senior Vice President for Conzor Engineers, LLC, a corporation, who is personally known to me or has produced identification.

Notary Seal:



DocuSigned by:
Notary: Erin Lucas
Print Name: Erin Caulfield Lucas
My Commission Expires: 9/25/2027

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

**EXHIBIT “1”
FIRST & SECOND RENEWALS &
ORIGINAL AGREEMENT**

**FIRST RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND CONSOR ENGINEER, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS FIRST RENEWAL of the Agreement is made this 18th day of July 2023, by and between **CONSOR ENGINEER, LLC**, located at 1511 East State Road 434, Suite 1001, Winter Spring, FL 32708, hereinafter known as “DESIGN ENGINEER,” and the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the “CITY.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the “Parties”.

WHEREAS, the CITY advertised RFQ 2021-003 “Continuing Contract for Engineering Services”, and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and CONSOR Engineer, LLC on July 6, 2021 and such Agreement expired on July 6, 2023 (the “Original Agreement”); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional year.

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 DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as Exhibit “1.”
3. **Term.** The CITY and DESIGN ENGINEER agree to exercise the first one-year renewal period provided under Section 1 (“Term”) of the Original Agreement, extending the terms and conditions there of to July 6, 2023 to July 6, 2024, *nunc pro tunc*.
4. **Effective Date.** The effective date of this First Renewal of the Agreement between the City of Kissimmee and **CONSOR ENGINEER, LLC** is July 6, 2023, *nunc pro tunc*.

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.

CONSOR ENGINEER, LLC

By: David Bowden

Title: EVP, East Region

Date: 6/29/23

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 29th day of June, 2023, by means of ☒ physical presence or ☐ online notarization by David Bowden, EVP East for Consort Engineer, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Kristal Reed
Print Name: Kristal L. Reed
My Commission Expires: 2/27/24

CITY OF KISSIMMEE

By: Angela Cady for
Olga Gonzalez, Mayor-Commissioner

Date: July 19, 2023



ATTEST:

Tameara Crespo for
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
Olga Sanchez de Fuentes, City Attorney

Exhibit “1”

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND CONSOR ENGINEERS, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **CONSOR ENGINEERS, LLC** whose address is 1511 East State Road 434, Suite 1001, Winter Springs, FL 32708, hereinafter "**DESIGN ENGINEER**" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "**ASSIGNMENT**"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 **CONSOR ENGINEERS, LLC** is qualified to provide the services and desires to award a continuing services contract to **DESIGN 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 I. GENERAL

- 1.1 **DESIGN 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 **DESIGN ENGINEER**, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the **DESIGN 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 **DESIGN ENGINEER** desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 **DESIGN ENGINEER** acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the **DESIGN ENGINEER** may be necessary from time to time for the successful completion of the Assignments. The **DESIGN ENGINEER** agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER'S services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN

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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

- 6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the DESIGN 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

CONSOR ENGINEERS, LLC

1511 East State Road 434, Suite 1001

Winter Springs, FL 32708

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or

8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or

8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the

DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the

DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

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

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

The DESIGN ENGINEER 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 DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGNENGINEER 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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 DESIGNENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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 DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant

sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN 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.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 Time is of the essence of this Agreement.

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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 DESIGN 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.

Signature page to follow

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

CONSOR ENGINEERS, LLC

By: [Signature]

Title: Executive Vice President

Date: June 8, 2021

STATE OF FLORIDA)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 3rd day of June, 2021, by Frank Hickox, as Exec. Vice President of Consor Engineers LLC, Inc. a Florida corporation, who is personally known to me or has produced identification.

Notary Seal: [Signature]

Notary: [Signature]
Rebecca Sue Pender
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG200209
Expires 4/22/2022

Print Name: Rebecca Sue Pender
My Commission Expires: 4/22/22

CITY OF KISSIMMEE

[Signature]
Olga Gonzalez, Mayor-Commissioner

Attest

[Signature]
Linda Hansell, City Clerk

Approved as to form and legal ty

[Signature]
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM#:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.	
Previous Contract Total Dollars:	\$ _____
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ + _____
NET CONTRACT TOTAL DOLLARS:	
Accepted By: _____ (signature) Requested By: _____ (signature) Title/Position: _____ Approved By: _____ (signature) PW Director: _____ (signature) City Commission Approval Date: _____ Approved as to Form and Legality: _____ (signature)	

EXHIBIT C
HOURLY RATE SCHEDULE

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 DESIGN 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 DESIGN 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.



CONSOR

2021 Rate Sheet

Job Classification	Burdened Rate
Chief Engineer	\$ 304.50
Project Manager	\$ 238.64
Senior Engineer	\$ 210.60
Project Engineer	\$ 163.25
Engineer	\$ 142.08
Engineer Intern	\$ 112.02
Designer/CADD	\$ 86.63

**SECOND RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND CONSOR ENGINEERS, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS SECOND RENEWAL of the Agreement is made this 2nd day of July 2024, by and between **CONSOR ENGINEERS, LLC** located at 2101 N Commerce Pkwy., Weston FL 33326, hereinafter known as “DESIGN ENGINEER,” and the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the “CITY.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 “Continuing Contract for Engineering Services”, and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the CITY and CONSOR ENGINEERS, LLC on July 6, 2021, hereinafter referred to as the “Original Agreement” and attached hereto as Exhibit “1”; and

WHEREAS, the Parties entered into a First Renewal Agreement on 7/18/23, and such Agreement expires on July 06, 2024; and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the Parties now mutually desire to extend the Original Agreement for an additional year as per provided.

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 DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021.
- 3. TERM.** The CITY and DESIGN ENGINEER agree to exercise the second one-year renewal period provided under Section 1 (“Term”) of the Original Agreement, extending the terms and conditions effective there of to July 6, 2024, and extending until July 6, 2025.
- 4. SCOPE OF WORK.** The Scope of Work attached as an exhibit in the Original Agreement is hereby rescinded and replaced in its entirety with Exhibit “A”, attached hereto and incorporated herein by reference.
- 5. Effective Date.** The effective date of this Second Renewal of the Agreement between the CITY and CONSOR ENGINEERS, LLC is July 6, 2024.

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.

CONSOR ENGINEERS, LLC

By: David Bowden

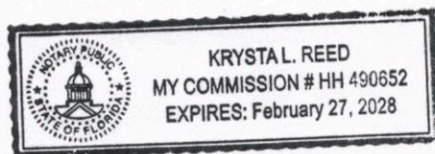
Title: EVP, East Region Dir.

Date: 6.13.24

STATE OF FLORIDA)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 13th day of June, 2024, by means of ☒ physical presence or ☐ online notarization by David Bowden as EVP for CONSOR ENGINEERS, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Krystal Reed
Print Name: Krystal Reed
My Commission Expires: 2/27/28

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 1
ORIGINAL AGREEMENT

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND CONSOR ENGINEERS, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **CONSOR ENGINEERS, LLC** whose address is 1511 East State Road 434, Suite 1001, Winter Springs, FL 32708, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 CONSOR ENGINEERS, LLC is qualified to provide the services and desires to award a continuing services contract to DESIGN 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 DESIGN 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 DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN 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 DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER's services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN

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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

CONSOR ENGINEERS, LLC

1511 East State Road 434, Suite 1001

Winter Springs, FL 32708

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the

DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the

DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

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

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

The DESIGN ENGINEER 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 DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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 DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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 DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant

sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN 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.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 Time is of the essence of this Agreement.

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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 DESIGN 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.

Signature page to follow

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

CONSOR ENGINEERS, LLC

By: [Signature]

Title: Executive Vice President

Date: June 3, 2021

STATE OF FLORIDA)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 3rd day of June, 2021, by Frank Hickox, as Exec. Vice President of ConSor Engineers LLC, Inc. a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: [Signature]



Rebecca Sue Pender
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG200209
Expires 4/22/2022

Print Name: Rebecca Sue Pender

My Commission Expires: 4/22/22

CITY OF KISSIMMEE

[Signature]
Olga Gonzalez, Mayor-Commissioner

Attest

[Signature]
Linda Hansell, City Clerk

Approved as to form and legality

[Signature]
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.	
Previous Contract Total Dollars:	\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	\$
Accepted By: _____ (signature)	
Requested By: _____ (signature)	
Title/Position: _____	Approved By: _____ (signature)
PW Director: _____ (signature)	City Commission Approval Date: _____
Approved as to Form and Legality: _____ (signature)	

EXHIBIT C
HOURLY RATE SCHEDULE

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 DESIGN 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 DESIGN 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.



CONSOR

2021 Rate Sheet

Job Classification	Burdened Rate
Chief Engineer	\$ 304.50
Project Manager	\$ 238.64
Senior Engineer	\$ 210.60
Project Engineer	\$ 163.25
Engineer	\$ 142.08
Engineer Intern	\$ 112.02
Designer/CADD	\$ 86.63

EXHIBIT A
NEW SCOPE OF WORK

EXHIBIT A NEW SCOPE OF WORK

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND CONSOR ENGINEERS, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 CONSOR ENGINEERS, LLC whose address is 1511 East State Road 434, Suite 1001, Winter Springs, FL 32708, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 CONSOR ENGINEERS, LLC is qualified to provide the services and desires to award a continuing services contract to DESIGN 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 DESIGN 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 DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN 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 DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER'S services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN

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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and

6.1.4 Following the DESIGN 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

CONSOR ENGINEERS, LLC

1511 East State Road 434, Suite 1001

Winter Springs, FL 32708

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or

8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or

8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the

DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the

DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

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

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

The DESIGN ENGINEER 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 DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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 DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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 DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant

sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN 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.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 Time is of the essence of this Agreement.

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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 DESIGN 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.

Signature page to follow

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

CONSOR ENGINEERS, LLC

By: _____

Title: _____

Date: _____

STATE OF FLORIDA)

COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 3rd day of June, 2021, by Frank Hickox, as Exec. Vice President of CONSOR ENGINEERS LLC, Inc. a Florida corporation, who is personally known to me or has produced identification.

Notary Seal: _____

Notary: _____



Rebecca Sue Pender
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG200209
Expires 4/22/2022

Print Name: _____

My Commission Expires: _____

CITY OF KISSIMMEE

Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Attest

Linda S. Hansell
Linda Hansell, City Clerk

Approved as to form and legality

Alpa Sanchez
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM#:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.	
Previous Contract Total Dollars:	\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	\$
Accepted By: _____ (signature)	Requested By: _____ (signature)
Title/Position: _____	Approved By: _____ (signature)
PW Director: _____ (signature)	City Commission Approval Date: _____
Approved as to Form and Legality: _____ (signature)	

EXHIBIT C
HOURLY RATE SCHEDULE

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 DESIGN 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 DESIGN 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.



CONSOR

2021 Rate Sheet

Job Classification	Burdened Rate
Chief Engineer	\$ 304.50
Project Manager	\$ 238.64
Senior Engineer	\$ 210.60
Project Engineer	\$ 163.25
Engineer	\$ 142.08
Engineer Intern	\$ 112.02
Designer/CADD	\$ 86.63

**EXHIBIT “2”
NEW PRICE RATES**



2025 Rate Sheet

Job Classification	Burdened Rate
CADD Technician	\$102.82
Chief Designer	\$174.24
Chief Engineer 1	\$276.75
Designer	\$133.46
Engineer 1	\$161.14
Engineer 2	\$205.93
Engineer Intern	\$123.20
Principal Engineer	\$321.39
Project Manager 1	\$200.87
Project Manager 2	\$241.19
Project Manager 3	\$288.35
Secretary/Clerical	\$99.10
Senior Designer	\$158.31
Senior Engineer 1	\$243.72
Senior Engineer 2	\$256.52

**THIRD RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND MICHAEL BAKER INTERNATIONAL, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS THIRD RENEWAL of the Agreement for Professional Services is made this ____ day of _____ 2025, *nunc pro tunc* to July 6, 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 **MICHAEL BAKER INTERNATIONAL, INC.**, located at P.O. Box 536408, Pittsburgh, PA 15253-5906, hereinafter known as “DESIGN ENGINEER.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 and received responses through a competitive selection process in accordance with the Consultants’ Competitive Negotiation Act, Florida Statutes section 287.055; and

WHEREAS, on July 06, 2021, the City of Kissimmee and Michael Baker International, Inc. entered into an Agreement for Professional Engineering Services (the “Original Agreement”); and

WHEREAS, on July 18, 2023, 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, on July 02, 2024, the Parties executed a Second Renewal to the Agreement to exercise the option to renew the Agreement for an additional twelve (12) month period (hereinafter referred to as “Second Renewal”); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional and final (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 Third Renewal, the CITY and DESIGN ENGINEER agree to the terms and conditions of the First Renewal dated July 18, 2023, the Second Renewal dated July 02, 2024. and Original Agreement dated July 06, 2021, incorporated herein by reference and attached hereto as **Exhibit “A”**.
- 3. TERM.** The CITY and DESIGN ENGINEER agree to exercise the third and final one (1) year renewal provided under Article 1 (“General”), sub-section 1.7 of the Original Agreement, extending the terms and conditions therein for an additional year.
- 4. Effective Date.** The effective date of this Third Renewal of the Agreement between CITY and MICHAEL BAKER INTERNATIONAL, INC. is July 06, 2025.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Third Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

MICHAEL BAKER INTERNATIONAL, INC.

By: [Signature]

Title: Vice President

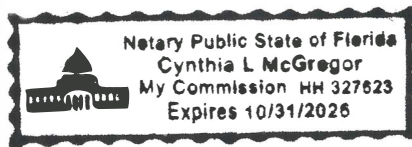
Date: June 20, 2025

STATE OF Florida)
COUNTY OF Brevard)

The foregoing instrument was acknowledged before me this 23 day of June, 2025, by means of ☒ physical presence or ☐ online notarization by - as - for Michael Baker International, Inc., a corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: [Signature]
Print Name: Cynthia McGregor
My Commission Expires: 10/31/26



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

**EXHIBIT “A”
FIRST & SECOND RENEWALS &
ORIGINAL AGREEMENT**

**FIRST RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND MICHAEL BAKER INTERNATIONAL, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS FIRST RENEWAL of the Agreement is made this 18th day of July 2023, by and between **MICHAEL BAKER INTERNATIONAL, INC.**, located at 200 South Orange Avenue, Suite 1050, Orlando, FL 32801, hereinafter known as “DESIGN ENGINEER,” and the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the “CITY.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 “Continuing Contract for Engineering Services”, and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Michael Baker International, Inc. on July 6, 2021 and such Agreement expired on July 6, 2023 (the “Original Agreement”); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional year.

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 DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as Exhibit “1.”
3. **Term.** The CITY and DESIGN ENGINEER agree to exercise the first one-year renewal period provided under Section 1 (“Term”) of the Original Agreement, extending the terms and conditions thereof to July 6, 2023 to July 6, 2024, *nunc pro tunc*.
4. **Effective Date.** The effective date of this First Renewal of the Agreement between the City of Kissimmee and **MICHAEL BAKER INTERNATIONAL, INC.** is July 6, 2023, *nunc pro tunc*.

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.

MICHAEL BAKER INTERNATIONAL, INC.

By:  Paul Snead

Title: AVP, Orlando Office Mgr

Date: 6/30/2023

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 30 day of June, 2023, by means of ☐ physical presence or ☒ online notarization by Laura Schechtel as Administrative Assistant for Michael Baker International, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



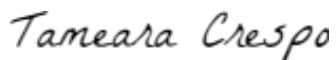
Notary: 
Print Name: Laura Schechtel
My Commission Expires: 04/26/2027

CITY OF KISSIMMEE

By:  for
Olga Gonzalez, Mayor-Commissioner

Date: July 19, 2023

ATTEST:


for
Linda Hansell, City Clerk



Approved as to form and legal sufficiency:

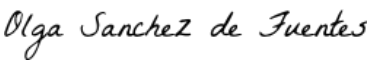

Olga Sanchez de Fuentes, City Attorney

Exhibit “1”

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND MICHAEL BAKER INTERNATIONAL, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **MICHAEL BAKER INTERNATIONAL, INC.** whose address is 200 South Orange Avenue, Suite 1050, Orlando, Florida 32801, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 **MICHAEL BAKER INTERNATIONAL, INC.** is qualified to provide the services and desires to award a continuing services contract to DESIGN 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 DESIGN 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 DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN 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 DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER'S services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN 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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

MICHAEL BAKER INTERNATIONAL, INC.

200 South Orange Avenue, Suite 1050

Orlando, Florida 32801

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

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

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for professional negligence claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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 DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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 DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the

DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN 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. Notwithstanding the foregoing, the only standard of care applicable to Design Engineer's Services shall be that care and skill ordinarily used by members of the same profession practicing under similar conditions at that time and at the Project locale.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 Time is of the essence of this Agreement.

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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 DESIGN 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.

Signature page to follow

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

MICHAEL BAKER INTERNATIONAL, INC.

By: 
PAUL QUENTIN SNEAD

Title: OFFICE MGR. ASS. VT

Date: 6/16/2021

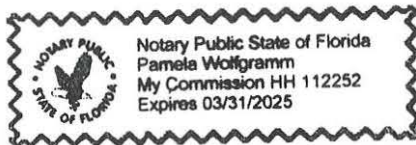
STATE OF FLORIDA)
COUNTY OF orange)

The foregoing instrument was acknowledged before me this 16 day of June, 2021,
by Paul Quentin Snead as Ass. VP of Michael Baker Int'l, Inc. a Florida corporation, who is
personally known to me or has produced identification.

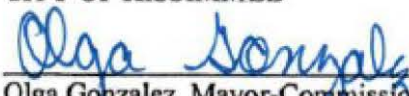
Notary Seal:

Notary: 

Print Name: Pamela Wolfgramm
My Commission Expires: 03-31-2025



CITY OF KISSIMMEE


Olga Gonzalez, Mayor-Commissioner



Attest:


Linda Hansell, City Clerk

Approved as to form and legality


City Attorney

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.	
Previous Contract Total Dollars:	\$ _____
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ + ☐ -
NET CONTRACT TOTAL DOLLARS:	
Accepted By: _____ (signature) Requested By: _____ (signature) Title/Position: _____ (signature) Approved By: _____ (signature) PW Director: _____ (signature) City Commission Approval Date: _____ Approved as to Form and Legality: _____ (signature)	

EXHIBIT C
HOURLY RATE SCHEDULE

CITY OF KISSIMMEE
PROFESSIONAL ENGINEERING CONTINUING SERVICES CONTRACT
JUNE 2021

<u>Consultant</u>	<u>Discipline</u>	<u>Description</u>	<u>Unit</u>	<u>Loaded Rate</u>
Michael Baker International, Inc.	Design	Principal	HR	\$287.00
		Project Manager	HR	\$171.18
		Chief Engineer	HR	\$268.40
		Senior Engineer	HR	\$224.09
		Project Engineer	HR	\$147.59
		Engineer Intern	HR	\$98.39
		Designer	HR	\$123.57
		Intern	HR	\$57.00
		Senior Environmental Scientist	HR	\$233.73
		Environmental Scientist	HR	\$148.47
		Administrative Assistant	HR	\$77.72
Johnston's Surveying, Inc.	Survey	Principal Surveyor (PSM)	HR	\$180.00
		CADD Surveyor (PSM)	HR	\$150.00
		CADD Surveyor	HR	\$130.00
		Field Crew (3-man)	HR	\$200.00
		Field Crew (2-man)	HR	\$160.00
		Field Crew (1-man w/truck-PSM)	HR	\$130.00
		Field Crew (1-man - GPS)	HR	\$110.00
		Secretarial Services	HR	\$60.00
ECHO UES, Inc.	SUE / Survey	SUE Project Manager	HR	\$190.31
		Senior Surveyor	HR	\$177.52
		Project Surveyor	HR	\$123.94
		Utility Coordinator	HR	\$118.62
		CADD Technician	HR	\$89.06
		Secretary/Clerical	HR	\$84.36
		2 Person SUE Crew	HR	\$195.32
		3 Person SUE Crew	HR	\$237.22
		2 Person Survey Crew	HR	\$153.71
		3 Person Survey Crew	HR	\$189.02
		4 Person Survey Crew	HR	\$231.79

CITY OF KISSIMMEE
PROFESSIONAL ENGINEERING CONTINUING SERVICES CONTRACT
JUNE 2021

Consultant	Discipline	Description	Unit	Loaded Rate
McKim & Creed	SUE / Survey	Survey Regional Manager	HR	\$175.00
		Senior Surveyor / Project Manager	HR	\$145.00
		Project Surveyor	HR	\$135.00
		Senior Survey CAD Technician	HR	\$105.00
		Survey CAD Technician	HR	\$90.00
		1 Person Survey Crew	HR	\$125.00
		2 Person Survey Crew	HR	\$160.00
		3 Person Survey Crew	HR	\$190.00
		LIDAR Tech II	HR	\$100.00
		LIDAR Tech III	HR	\$125.00
		Mobile LIDAR Survey Vehicle	DAY	\$2,500.00
		Utility Eng Manager	HR	\$180.00
		Utility Eng Senior PM	HR	\$150.00
		Utility Eng Technician	HR	\$75.00
		Utility Eng Specialist	HR	\$110.00
		Utility Eng Analyst	HR	\$90.00
		Utility Eng Designate Crew (2 Person)	HR	\$165.00
		Utility Eng Designate Crew (3 Person)	HR	\$210.00
		Utility Eng Vacuum Excavation Crew (2 Person)	HR	\$200.00
		Utility Eng Vacuum Excavation Crew (3 Person)	HR	\$250.00
		Core Rig Crew (1 Person)	HR	\$125.00
GEC, Inc.	Geotechnical / Contamination	Principal Engineer	HR	\$300.00
		Chief Engineer	HR	\$300.00
		Senior Engineer	HR	\$250.00
		Project Engineer	HR	\$150.00
		Senior Scientist	HR	\$200.00
		Project Scientist	HR	\$150.00
		Engineer Intern	HR	\$120.00
		Scientist	HR	\$120.00
		Construction Services Project Manager	HR	\$150.00
		Student Intern	HR	\$80.00
		Senior Engineering Technician	HR	\$110.00
		Engineering Technician	HR	\$70.00
		CADD/GIS Specialist	HR	\$150.00
		Draftsman	HR	\$100.00
		Contract Coordinator	HR	\$120.00
		Secretary	HR	\$80.00



Field Services

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Truck Rig Mobilization	each	\$600.00	Drill Rig and Crew – Truck/Mud Bug (2 person)	hour	\$220.00
Mud Bug Rig Mobilization	each	900.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	hour	300.00
CPT Rig Mobilization	each	1,200.00	Drill Rig and Crew – Track/Barge (3 person)	hour	450.00
Track Rig Mobilization	each	4,000.00	Field Permeability (0 – 10 ft) – Truck	each	420.00
Barge/Amphibious Mobilization - Crane	each	15,000.00	Field Permeability (10 – 25 ft) – Truck	each	500.00
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
Support Boat Mobilization	each	550.00	Pavement Cores (no MOT w/base check)	each	250.00
Support Truck	day	160.00	Pavement Cores (no MOT w/o base check)	each	200.00
Support Boat	day	200.00	Roadway Pavement Cores (day with MOT)	each	350.00
Support Airboat	day	500.00	Roadway Pavement Cores (night with MOT)	each	400.00
Coring Machine	day	150.00	MOT Portable Safety Signs	day	50.00
GPS Unit	day	100.00	MOT Channelization Cones (each)	day	6.00
Soil Survey/Coring Crew (2 person)	hour	180.00	MOT Attenuator Truck	day	600.00
Soil Survey/Coring Crew (3 person)	hour	250.00	MOT Arrow Board	day	50.00
Ground Penetrating Radar/RoadScan	hour	400.00	MOT Traffic Control Officer	hour	75.00
Chainsaw	day	65.00	Surcharge for Night/Weekend Work	lump sum	50%
Temporary Piezometer	foot	35.00	Clearing Equipment	day	2,000.00

Drill Rig Unit Rates

Unit Rate Multipliers: Truck = Rate x 1.00, Mud Bug = Rate x 1.25 and Track/Barge = Rate x 1.50

		<u>0 - 50</u>	<u>50 - 100</u>	<u>100 - 150</u>	<u>150 - 200</u>	<u>200 - 250</u>	<u>250 - 300</u>
SPT Borings	foot	\$17.00	\$20.00	\$30.00	\$40.00	\$55.00	\$65.00
Auger/Rotary Wash Borings	foot	12.00	15.00	18.00	24.00	29.00	40.00
CPT Soundings	foot	15.00	16.00	18.00	20.00	22.00	26.00
HW Rock Coring	foot	50.00	55.00	60.00	70.00	80.00	90.00
Casing – 3 inch	foot	10.00	13.00	16.00	21.00	22.00	28.00
Casing – 4 inch	foot	12.00	14.00	18.00	22.00	26.00	32.00
Additional Split Spoon Samples	each	47.00	57.00	80.00	100.00	120.00	150.00
Undisturbed Samples	each	200.00	220.00	260.00	320.00	380.00	450.00
Borehole Grouting	foot	6.00	8.00	10.00	13.00	15.00	16.00

Laboratory Services

Unit Weight	each	\$50.00	Unconfined Compression – Soil	each	\$225.00
Natural Moisture Content	each	17.00	Unconfined Compression – Rock	each	150.00
Grain Size Analysis	each	72.00	Splitting Tensile – Rock	each	175.00
Percent Fines	each	48.00	Permeability	each	320.00
Hydrometer Analysis	each	140.00	Permeability with Backpressure Saturation	each	450.00
Organic Content	each	50.00	Corrosion Series	each	238.00
Atterberg Limits (Plastic & Liquid Limits)	each	125.00	Bitumen Extraction	each	100.00
Specific Gravity	each	85.00	Aggregate Gradation	each	60.00
Limerock Bearing Ratio	each	360.00	UU Triaxial Shear Strength (Q)	each	500.00
Consolidation with Rebound (12 loads)	each	620.00	CU Triaxial Shear Strength (R)	each	550.00
Consolidation Additional Loads	each	90.00	CD Triaxial Shear Strength (S)	each	650.00
Consolidation Extended Loads	each	150.00	Pocket Penetrometer/Torvane Shear Strength	each	26.00



Drilling/Equipment Rates					
<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Direct Push/Truck Drill Rig Mobilization	each	\$500.00	Well Completion (flush mount)	each	\$250.00
Mudbug Drill Rig Mobilization	each	700.00	Well Completion (aboveground)	each	350.00
Track Drill Rig Mobilization	each	4,000.00	Well Development	hour	110.00
Direct Push Rig	day	1,500.00	Drill Rig and Crew (2' person)	hour	220.00
Direct Push Well Materials	foot	30.00	Equipment Decontamination	hour	110.00
Temporary Piezometer	foot	30.00	Steam Cleaner	Day	150.00
Two-inch Monitoring Well - conventional rig (0-50 ft)	foot	35.00	Concrete Saw	Day	75.00
Two-inch Monitoring Well - conventional rig (50-100 ft)	foot	45.00	Concrete Coring Machine	Day	150.00
Expendable Sampling Equipment	day	65.00	Ground Penetrating Radar Survey	hour	400.00
Expendable Point	each	15.00	Surcharge for Night/Weekend Work	lump sum	50%

Soil/Sediment/Surface Water/Groundwater Sampling Equipment					
Hand Auger Boring	foot	\$12.00	Organic Vapor Analyzer	day	\$160.00
Core Sampler	day	10.00	Multi-Parameter Water Quality	day	150.00
Dredge, Sediment Sampler	day	30.00	Turbidity Meter	day	50.00
Decontamination Station (hand sampling)	day	20.00	Dissolved Oxygen Meter	day	50.00
Support Truck	day	150.00	Photoionization Detector	day	160.00
Support Boat	day	200.00	pH meter w/Calibration Kit	day	50.00
Peristaltic Pump	day	50.00	Poly Sample Tubing	foot	1.50
Submersible Pump w/Variable Speed Controller	day	200.00	Silicon Pump Tubing (Peristaltic)	foot	3.50
Centrifugal Pump	day	75.00	Flow-Through Filtration	each	30.00
100 ft Water Level Meter	day	40.00	Miscellaneous Supplies	day	65.00
100 ft Oil/Water Interface Probe	day	100.00			

Miscellaneous Field Equipment					
Survey Equipment (Level and Rod)	day	\$50.00	GPS Unit	day	\$100.00

Laboratory Services					
RCRA 8 Metals (Water)	each	\$125.00	RCRA 8 Metals (Soil)	each	\$125.00
Herbicide/Pesticide Group (Water)	each	450.00	Herbicide/Pesticide Group (Soil)	each	450.00
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

2021 Construction Services Field and Laboratory Testing Fee Schedule

Field Services

<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Fresh concrete, grout and mortar sampling testing	hour	\$60.00
Rebound Hammer Testing	hour	65.00
Windsor Probe Test	each	50.00
Paint Thickness Testing	hour	65.00
In-Place Density Tests (Minimum 4 per trip)	each	28.00
Soil-Cement Sampling	hour	60.00
Pavement Cores (without MOT)	each	150.00
Minimum Trip Charge	trip	112.00
Coring Equipment Charge	trip	150.00
Surcharge for Night (5 pm to 7 am)/Weekend Work	lump sum	50%

Laboratory Services

Proctor Compaction Test	each	\$125.00
Limerock Bearing Ratio	each	350.00
Florida Bearing Value	each	60.00
Asphalt Content FM 5-563	each	100.00
Asphalt Gradation	each	75.00
Core Bulk Specific Gravity	each	40.00
Soil Grain Size Analysis	each	70.00
Percent Fines Content	each	40.00
Atterberg Limits	each	110.00
Organic Content	each	50.00
Moisture Content	each	15.00
Corrosion Series	each	200.00
Compressive Strength Testing		
Concrete Cylinders	set of 4	80.00
Soil Cement Specimens	set of 3	90.00
Grout Prisms	set of 4	90.00
Mortar Cubes	set of 3	90.00
Concrete Cylinder (Client Supplied)	each	20.00
Lightweight Insulating Concrete Unit Weight	each	25.00

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 DESIGN 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 DESIGN 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.

CITY OF KISSIMMEE 1883

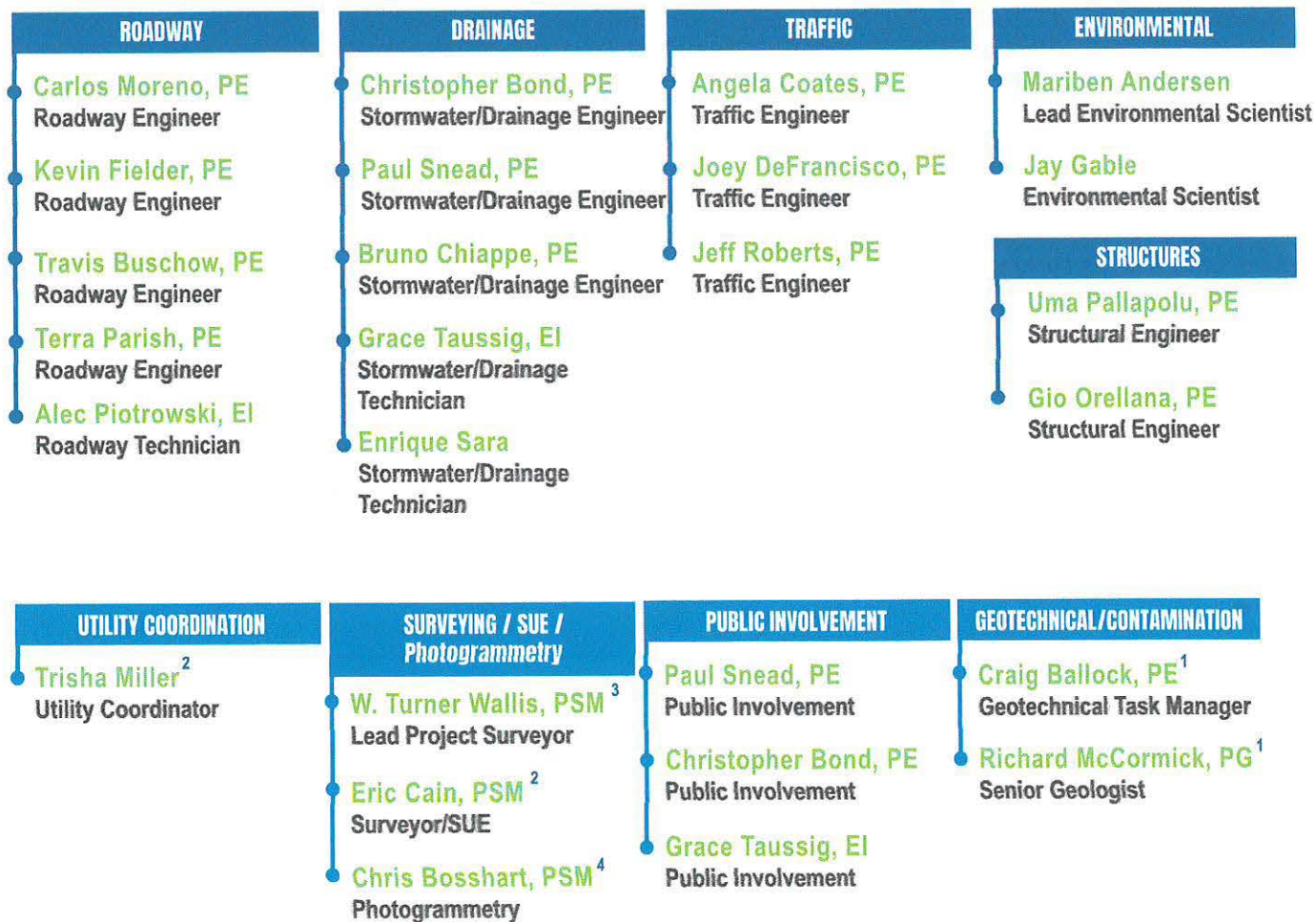
Michael Baker
INTERNATIONAL

Hank Schneider, PE
QA/QC Manager

Paul Snead, PE
Contract Manager

Mark Pitchford, PSM
Principal

Christopher Bond, PE
Deputy Contract Manager



**SECOND RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND MICHAEL BAKER INTERNATIONAL, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS SECOND RENEWAL of the Agreement is made this 2nd day of July 2024, by and between **MICHAEL BAKER INTERNATIONAL, INC.** located at P.O. Box 536408, Pittsburgh, PA 15253-5906, hereinafter known as “DESIGN ENGINEER,” and the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the “CITY.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 “Continuing Contract for Engineering Services”, and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the CITY and MICHAEL BAKER INTERNATIONAL, INC. on July 6, 2021, hereinafter referred to as the “Original Agreement” and attached hereto as Exhibit “1”; and

WHEREAS, the Parties entered into a First Renewal Agreement on _____, and such Agreement expires on July 06, 2024; and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the Parties now mutually desire to extend the Original Agreement for an additional year as per provided.

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 DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021.
3. **TERM.** The CITY and DESIGN ENGINEER agree to exercise the second one-year renewal period provided under Section 1 (“Term”) of the Original Agreement, extending the terms and conditions effective there of to July 6, 2024, and extending until July 6, 2025.
4. **SCOPE OF WORK.** The Scope of Work attached as an exhibit in the Original Agreement is hereby rescinded and replaced in its entirety with Exhibit “A”, attached hereto and incorporated herein by reference.
5. **Effective Date.** The effective date of this Second Renewal of the Agreement between the CITY and MICHAEL BAKER INTERNATIONAL, INC. is July 6, 2024.

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.

MICHAEL BAKER INTERNATIONAL, INC.

By: [Signature]

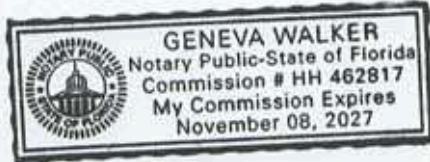
Title: Vice President

Date: 06/13/2024

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 13th day of June, 2024, by means of ☒ physical presence or ☐ online notarization by Mark Ritchford Vice President for MICHAEL BAKER INTERNATIONAL, INC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Geneva Walker
Print Name: Geneva Walker
My Commission Expires: November 08, 2027

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 1
ORIGINAL AGREEMENT

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND MICHAEL BAKER INTERNATIONAL, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **MICHAEL BAKER INTERNATIONAL, INC.** whose address is 200 South Orange Avenue, Suite 1050, Orlando, Florida 32801, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 **MICHAEL BAKER INTERNATIONAL, INC.** is qualified to provide the services and desires to award a continuing services contract to DESIGN 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 DESIGN 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 DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN 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 DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER'S services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN 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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

MICHAEL BAKER INTERNATIONAL, INC.

200 South Orange Avenue, Suite 1050

Orlando, Florida 32801

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

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

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for professional negligence claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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 DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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 DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the

DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN 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. Notwithstanding the foregoing, the only standard of care applicable to Design Engineer's Services shall be that care and skill ordinarily used by members of the same profession practicing under similar conditions at that time and at the Project locale.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 Time is of the essence of this Agreement.

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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 DESIGN 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.

Signature page to follow

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

MICHAEL BAKER INTERNATIONAL, INC.

By: 
PAUL QUENTIN SNEAD

Title: OFFICE MGR. ASS. VT

Date: 6/16/2021

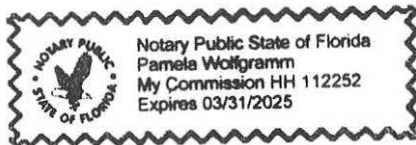
STATE OF FLORIDA)
COUNTY OF orange)

The foregoing instrument was acknowledged before me this 16 day of June, 2021,
by Paul Quentin Snead as Ass. VP of Michael Baker Int'l, Inc. a Florida corporation, who is
personally known to me or has produced identification.

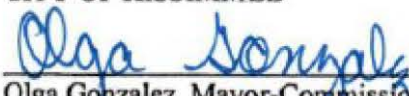
Notary Seal:

Notary: 

Print Name: Pamela Wolfgramm
My Commission Expires: 03-31-2025



CITY OF KISSIMMEE


Olga Gonzalez, Mayor-Commissioner



Attest:


Linda Hansell, City Clerk

Approved as to form and legality


City Attorney

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM		Work Order/ ADDENDUM #:	
DATE:		AMENDMENT:	
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.			
Previous Contract Total Dollars:		\$	
NET Dollars for this Work Order/Addendum (Addition/Subtraction):		☐ +	
NET CONTRACT TOTAL DOLLARS:		\$	
Accepted By: _____ (signature)		Requested By: _____ (signature)	
Title/Position: _____		Approved By: _____ (signature)	
PW Director: _____ (signature)		City Commission Approval Date: _____	
Approved as to Form and Legality: _____ (signature)			

EXHIBIT C
HOURLY RATE SCHEDULE

CITY OF KISSIMMEE
PROFESSIONAL ENGINEERING CONTINUING SERVICES CONTRACT
JUNE 2021

<u>Consultant</u>	<u>Discipline</u>	<u>Description</u>	<u>Unit</u>	<u>Loaded Rate</u>
Michael Baker International, Inc.	Design	Principal	HR	\$287.00
		Project Manager	HR	\$171.18
		Chief Engineer	HR	\$268.40
		Senior Engineer	HR	\$224.09
		Project Engineer	HR	\$147.59
		Engineer Intern	HR	\$98.39
		Designer	HR	\$123.57
		Intern	HR	\$57.00
		Senior Environmental Scientist	HR	\$233.73
		Environmental Scientist	HR	\$148.47
		Administrative Assistant	HR	\$77.72
Johnston's Surveying, Inc.	Survey	Principal Surveyor (PSM)	HR	\$180.00
		CADD Surveyor (PSM)	HR	\$150.00
		CADD Surveyor	HR	\$130.00
		Field Crew (3-man)	HR	\$200.00
		Field Crew (2-man)	HR	\$160.00
		Field Crew (1-man w/truck-PSM)	HR	\$130.00
		Field Crew (1-man - GPS)	HR	\$110.00
		Secretarial Services	HR	\$60.00
ECHO UES, Inc.	SUE / Survey	SUE Project Manager	HR	\$190.31
		Senior Surveyor	HR	\$177.52
		Project Surveyor	HR	\$123.94
		Utility Coordinator	HR	\$118.62
		CADD Technician	HR	\$89.06
		Secretary/Clerical	HR	\$84.36
		2 Person SUE Crew	HR	\$195.32
		3 Person SUE Crew	HR	\$237.22
		2 Person Survey Crew	HR	\$153.71
		3 Person Survey Crew	HR	\$189.02
		4 Person Survey Crew	HR	\$231.79

CITY OF KISSIMMEE
PROFESSIONAL ENGINEERING CONTINUING SERVICES CONTRACT
JUNE 2021

Consultant	Discipline	Description	Unit	Loaded Rate
McKim & Creed	SUE / Survey	Survey Regional Manager	HR	\$175.00
		Senior Surveyor / Project Manager	HR	\$145.00
		Project Surveyor	HR	\$135.00
		Senior Survey CAD Technician	HR	\$105.00
		Survey CAD Technician	HR	\$90.00
		1 Person Survey Crew	HR	\$125.00
		2 Person Survey Crew	HR	\$160.00
		3 Person Survey Crew	HR	\$190.00
		LIDAR Tech II	HR	\$100.00
		LIDAR Tech III	HR	\$125.00
		Mobile LIDAR Survey Vehicle	DAY	\$2,500.00
		Utility Eng Manager	HR	\$180.00
		Utility Eng Senior PM	HR	\$150.00
		Utility Eng Technician	HR	\$75.00
		Utility Eng Specialist	HR	\$110.00
		Utility Eng Analyst	HR	\$90.00
		Utility Eng Designate Crew (2 Person)	HR	\$165.00
		Utility Eng Designate Crew (3 Person)	HR	\$210.00
		Utility Eng Vacuum Excavation Crew (2 Person)	HR	\$200.00
		Utility Eng Vacuum Excavation Crew (3 Person)	HR	\$250.00
		Core Rig Crew (1 Person)	HR	\$125.00
GEC, Inc.	Geotechnical / Contamination	Principal Engineer	HR	\$300.00
		Chief Engineer	HR	\$300.00
		Senior Engineer	HR	\$250.00
		Project Engineer	HR	\$150.00
		Senior Scientist	HR	\$200.00
		Project Scientist	HR	\$150.00
		Engineer Intern	HR	\$120.00
		Scientist	HR	\$120.00
		Construction Services Project Manager	HR	\$150.00
		Student Intern	HR	\$80.00
		Senior Engineering Technician	HR	\$110.00
		Engineering Technician	HR	\$70.00
		CADD/GIS Specialist	HR	\$150.00
		Draftsman	HR	\$100.00
		Contract Coordinator	HR	\$120.00
		Secretary	HR	\$80.00



Field Services

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Truck Rig Mobilization	each	\$600.00	Drill Rig and Crew – Truck/Mud Bug (2 person)	hour	\$220.00
Mud Bug Rig Mobilization	each	900.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	hour	300.00
CPT Rig Mobilization	each	1,200.00	Drill Rig and Crew – Track/Barge (3 person)	hour	450.00
Track Rig Mobilization	each	4,000.00	Field Permeability (0 – 10 ft) – Truck	each	420.00
Barge/Amphibious Mobilization - Crane	each	15,000.00	Field Permeability (10 – 25 ft) – Truck	each	500.00
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
Support Boat Mobilization	each	550.00	Pavement Cores (no MOT w/base check)	each	250.00
Support Truck	day	160.00	Pavement Cores (no MOT w/o base check)	each	200.00
Support Boat	day	200.00	Roadway Pavement Cores (day with MOT)	each	350.00
Support Airboat	day	500.00	Roadway Pavement Cores (night with MOT)	each	400.00
Coring Machine	day	150.00	MOT Portable Safety Signs	day	50.00
GPS Unit	day	100.00	MOT Channelization Cones (each)	day	6.00
Soil Survey/Coring Crew (2 person)	hour	180.00	MOT Attenuator Truck	day	600.00
Soil Survey/Coring Crew (3 person)	hour	250.00	MOT Arrow Board	day	50.00
Ground Penetrating Radar/RoadScan	hour	400.00	MOT Traffic Control Officer	hour	75.00
Chainsaw	day	65.00	Surcharge for Night/Weekend Work	lump sum	50%
Temporary Piezometer	foot	35.00	Clearing Equipment	day	2,000.00

Drill Rig Unit Rates

Unit Rate Multipliers: Truck = Rate x 1.00, Mud Bug = Rate x 1.25 and Track/Barge = Rate x 1.50

		<u>0 - 50</u>	<u>50 - 100</u>	<u>100 - 150</u>	<u>150 - 200</u>	<u>200 - 250</u>	<u>250 - 300</u>
SPT Borings	foot	\$17.00	\$20.00	\$30.00	\$40.00	\$55.00	\$65.00
Auger/Rotary Wash Borings	foot	12.00	15.00	18.00	24.00	29.00	40.00
CPT Soundings	foot	15.00	16.00	18.00	20.00	22.00	26.00
HW Rock Coring	foot	50.00	55.00	60.00	70.00	80.00	90.00
Casing – 3 inch	foot	10.00	13.00	16.00	21.00	22.00	28.00
Casing – 4 inch	foot	12.00	14.00	18.00	22.00	26.00	32.00
Additional Split Spoon Samples	each	47.00	57.00	80.00	100.00	120.00	150.00
Undisturbed Samples	each	200.00	220.00	260.00	320.00	380.00	450.00
Borehole Grouting	foot	6.00	8.00	10.00	13.00	15.00	16.00

Laboratory Services

Unit Weight	each	\$50.00	Unconfined Compression – Soil	each	\$225.00
Natural Moisture Content	each	17.00	Unconfined Compression – Rock	each	150.00
Grain Size Analysis	each	72.00	Splitting Tensile – Rock	each	175.00
Percent Fines	each	48.00	Permeability	each	320.00
Hydrometer Analysis	each	140.00	Permeability with Backpressure Saturation	each	450.00
Organic Content	each	50.00	Corrosion Series	each	238.00
Atterberg Limits (Plastic & Liquid Limits)	each	125.00	Bitumen Extraction	each	100.00
Specific Gravity	each	85.00	Aggregate Gradation	each	60.00
Limerock Bearing Ratio	each	360.00	UU Triaxial Shear Strength (Q)	each	500.00
Consolidation with Rebound (12 loads)	each	620.00	CU Triaxial Shear Strength (R)	each	550.00
Consolidation Additional Loads	each	90.00	CD Triaxial Shear Strength (S)	each	650.00
Consolidation Extended Loads	each	150.00	Pocket Penetrometer/Torvane Shear Strength	each	26.00



Drilling/Equipment Rates					
<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Direct Push/Truck Drill Rig Mobilization	each	\$500.00	Well Completion (flush mount)	each	\$250.00
Mudbug Drill Rig Mobilization	each	700.00	Well Completion (aboveground)	each	350.00
Track Drill Rig Mobilization	each	4,000.00	Well Development	hour	110.00
Direct Push Rig	day	1,500.00	Drill Rig and Crew (2' person)	hour	220.00
Direct Push Well Materials	foot	30.00	Equipment Decontamination	hour	110.00
Temporary Piezometer	foot	30.00	Steam Cleaner	Day	150.00
Two-inch Monitoring Well - conventional rig (0-50 ft)	foot	35.00	Concrete Saw	Day	75.00
Two-inch Monitoring Well - conventional rig (50-100 ft)	foot	45.00	Concrete Coring Machine	Day	150.00
Expendable Sampling Equipment	day	65.00	Ground Penetrating Radar Survey	hour	400.00
Expendable Point	each	15.00	Surcharge for Night/Weekend Work	lump sum	50%

Soil/Sediment/Surface Water/Groundwater Sampling Equipment					
Hand Auger Boring	foot	\$12.00	Organic Vapor Analyzer	day	\$160.00
Core Sampler	day	10.00	Multi-Parameter Water Quality	day	150.00
Dredge, Sediment Sampler	day	30.00	Turbidity Meter	day	50.00
Decontamination Station (hand sampling)	day	20.00	Dissolved Oxygen Meter	day	50.00
Support Truck	day	150.00	Photoionization Detector	day	160.00
Support Boat	day	200.00	pH meter w/Calibration Kit	day	50.00
Peristaltic Pump	day	50.00	Poly Sample Tubing	foot	1.50
Submersible Pump w/Variable Speed Controller	day	200.00	Silicon Pump Tubing (Peristaltic)	foot	3.50
Centrifugal Pump	day	75.00	Flow-Through Filtration	each	30.00
100 ft Water Level Meter	day	40.00	Miscellaneous Supplies	day	65.00
100 ft Oil/Water Interface Probe	day	100.00			

Miscellaneous Field Equipment					
Survey Equipment (Level and Rod)	day	\$50.00	GPS Unit	day	\$100.00

Laboratory Services					
RCRA 8 Metals (Water)	each	\$125.00	RCRA 8 Metals (Soil)	each	\$125.00
Herbicide/Pesticide Group (Water)	each	450.00	Herbicide/Pesticide Group (Soil)	each	450.00
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

2021 Construction Services Field and Laboratory Testing Fee Schedule

Field Services

<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Fresh concrete, grout and mortar sampling testing	hour	\$60.00
Rebound Hammer Testing	hour	65.00
Windsor Probe Test	each	50.00
Paint Thickness Testing	hour	65.00
In-Place Density Tests (Minimum 4 per trip)	each	28.00
Soil-Cement Sampling	hour	60.00
Pavement Cores (without MOT)	each	150.00
Minimum Trip Charge	trip	112.00
Coring Equipment Charge	trip	150.00
Surcharge for Night (5 pm to 7 am)/Weekend Work	lump sum	50%

Laboratory Services

Proctor Compaction Test	each	\$125.00
Limerock Bearing Ratio	each	350.00
Florida Bearing Value	each	60.00
Asphalt Content FM 5-563	each	100.00
Asphalt Gradation	each	75.00
Core Bulk Specific Gravity	each	40.00
Soil Grain Size Analysis	each	70.00
Percent Fines Content	each	40.00
Atterberg Limits	each	110.00
Organic Content	each	50.00
Moisture Content	each	15.00
Corrosion Series	each	200.00
Compressive Strength Testing		
Concrete Cylinders	set of 4	80.00
Soil Cement Specimens	set of 3	90.00
Grout Prisms	set of 4	90.00
Mortar Cubes	set of 3	90.00
Concrete Cylinder (Client Supplied)	each	20.00
Lightweight Insulating Concrete Unit Weight	each	25.00

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 DESIGN 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 DESIGN 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.

CITY OF KISSIMMEE 1883

Michael Baker
INTERNATIONAL

Hank Schneider, PE
QA/QC Manager

Paul Snead, PE
Contract Manager

Mark Pitchford, PSM
Principal

Christopher Bond, PE
Deputy Contract Manager

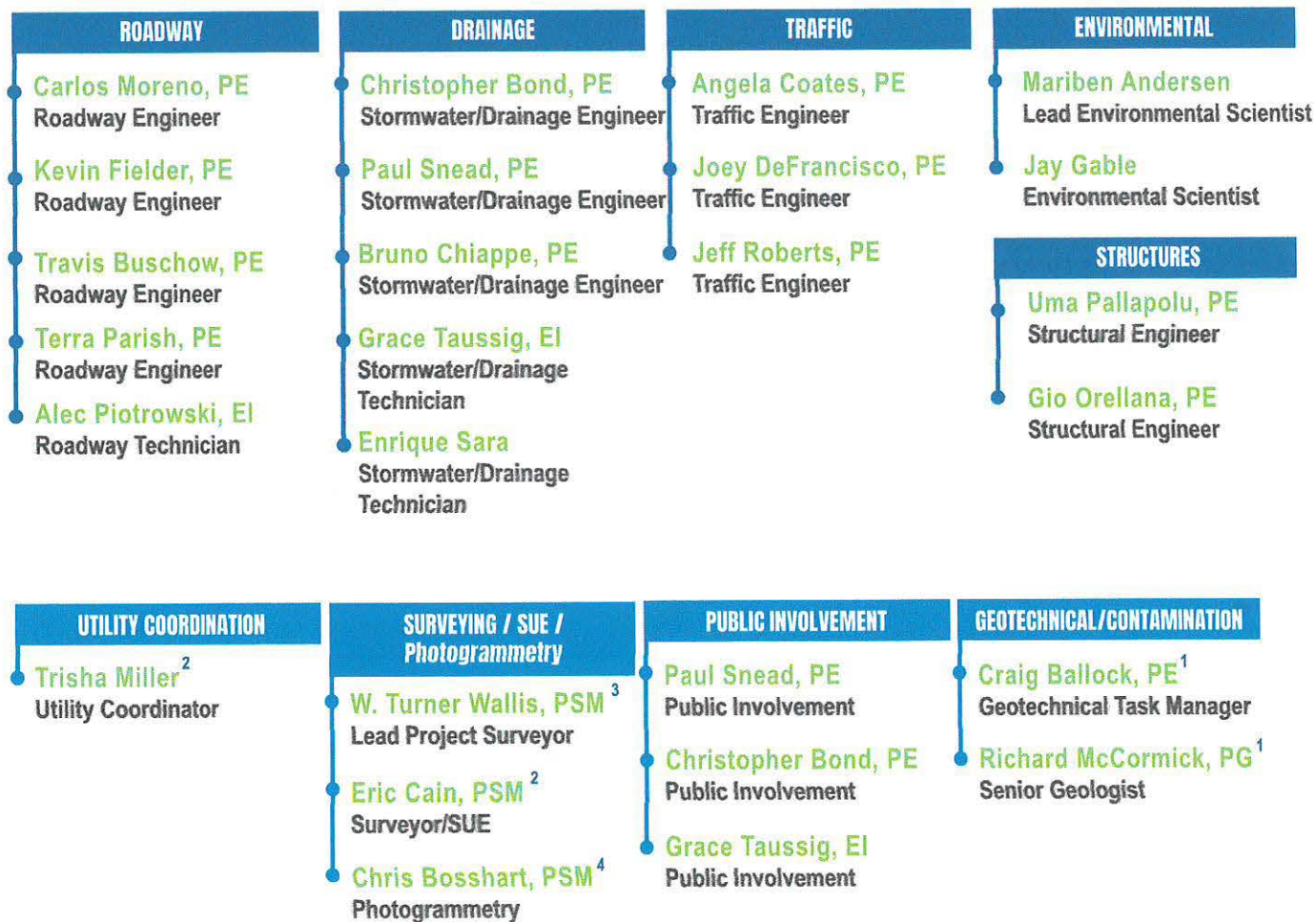


EXHIBIT A
NEW SCOPE OF WORK

EXHIBIT A NEW SCOPE OF WORK

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND MICHAEL BAKER INTERNATIONAL, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **MICHAEL BAKER INTERNATIONAL, INC.** whose address is 200 South Orange Avenue, Suite 1050, Orlando, Florida 32801, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 009, titled "Continuing Contract for Engineering 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 **MICHAEL BAKER INTERNATIONAL, INC.** is qualified to provide the services and desires to award a continuing services contract to DESIGN 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 DESIGN 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 DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN 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 DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER'S services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN 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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

MICHAEL BAKER INTERNATIONAL, INC.

200 South Orange Avenue, Suite 1050

Orlando, Florida 32801

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

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

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for professional negligence claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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 DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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 DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the

DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN 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. Notwithstanding the foregoing, the only standard of care applicable to Design Engineer's Services shall be that care and skill ordinarily used by members of the same profession practicing under similar conditions at that time and at the Project locale.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 Time is of the essence of this Agreement.

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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 DESIGN 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.

Signature page to follow

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

MICHAEL BAKER INTERNATIONAL, INC.

By: 
PAUL QUENTIN SNEAD

Title: OFFICE MGR. ASS. VT

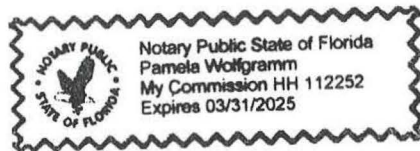
Date: 6/16/2021

STATE OF FLORIDA)
COUNTY OF orange)

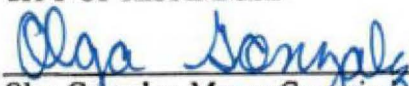
The foregoing instrument was acknowledged before me this 16 day of June, 2021,
by Paul Quentin Sneed as Ass. VP of Michael Baker Int'l, Inc. a Florida corporation, who is
personally known to me or has produced identification.

Notary Seal: 

Print Name: Pamela Wolfgramm
My Commission Expires: 03-31-2025



CITY OF KISSIMMEE

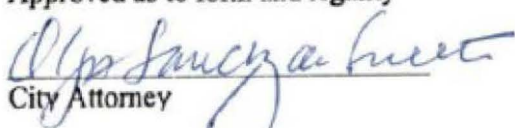

Olga Gonzalez, Mayor-Commissioner



Attest:

Linda Hansell, City Clerk

Approved as to form and legality


City Attorney

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop-drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.	
Previous Contract Total Dollars:	\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	
\$	

Accepted By: _____ (signature) Title/Position: _____ PW Director: _____ (signature) Approved as to Form and Legality: _____ (signature)	Requested By: _____ (signature) Approved By: _____ (signature) City Commission Approval Date: _____
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EXHIBIT C
HOURLY RATE SCHEDULE

CITY OF KISSIMMEE
PROFESSIONAL ENGINEERING CONTINUING SERVICES CONTRACT
JUNE 2021

<u>Consultant</u>	<u>Discipline</u>	<u>Description</u>	<u>Unit</u>	<u>Loaded Rate</u>
Michael Baker International, Inc.	Design	Principal	HR	\$287.00
		Project Manager	HR	\$171.18
		Chief Engineer	HR	\$268.40
		Senior Engineer	HR	\$224.09
		Project Engineer	HR	\$147.59
		Engineer Intern	HR	\$98.39
		Designer	HR	\$123.57
		Intern	HR	\$57.00
		Senior Environmental Scientist	HR	\$233.73
		Environmental Scientist	HR	\$148.47
		Administrative Assistant	HR	\$77.72
Johnston's Surveying, Inc.	Survey	Principal Surveyor (PSM)	HR	\$180.00
		CADD Surveyor (PSM)	HR	\$150.00
		CADD Surveyor	HR	\$130.00
		Field Crew (3-man)	HR	\$200.00
		Field Crew (2-man)	HR	\$160.00
		Field Crew (1-man w/truck-PSM)	HR	\$130.00
		Field Crew (1-man - GPS	HR	\$110.00
		Secretarial Services	HR	\$60.00
ECHO UES, Inc.	SUE / Survey	SUE Project Manager	HR	\$190.31
		Senior Surveyor	HR	\$177.52
		Project Surveyor	HR	\$123.94
		Utility Coordinator	HR	\$118.62
		CADD Technician	HR	\$89.06
		Secretary/Clerical	HR	\$84.36
		2 Person SUE Crew	HR	\$195.32
		3 Person SUE Crew	HR	\$237.22
		2 Person Survey Crew	HR	\$153.71
		3 Person Survey Crew	HR	\$189.02
		4 Person Survey Crew	HR	\$231.79

CITY OF KISSIMMEE
PROFESSIONAL ENGINEERING CONTINUING SERVICES CONTRACT
JUNE 2021

Consultant	Discipline	Description	Unit	Loaded Rate
McKim & Creed	SUE / Survey	Survey Regional Manager	HR	\$175.00
		Senior Surveyor / Project Manager	HR	\$145.00
		Project Surveyor	HR	\$135.00
		Senior Survey CAD Technician	HR	\$105.00
		Survey CAD Technician	HR	\$90.00
		1 Person Survey Crew	HR	\$125.00
		2 Person Survey Crew	HR	\$160.00
		3 Person Survey Crew	HR	\$190.00
		LIDAR Tech II	HR	\$100.00
		LIDAR Tech III	HR	\$125.00
		Mobile LIDAR Survey Vehicle	DAY	\$2,500.00
		Utility Eng Manager	HR	\$180.00
		Utility Eng Senior PM	HR	\$150.00
		Utility Eng Technician	HR	\$75.00
		Utility Eng Specialist	HR	\$110.00
		Utility Eng Analyst	HR	\$90.00
		Utility Eng Designate Crew (2 Person)	HR	\$165.00
		Utility Eng Designate Crew (3 Person)	HR	\$210.00
		Utility Eng Vacuum Excavation Crew (2 Person)	HR	\$200.00
		Utility Eng Vacuum Excavation Crew (3 Person)	HR	\$250.00
		Core Rig Crew (1 Person)	HR	\$125.00
GEC, Inc.	Geotechnical / Contamination	Principal Engineer	HR	\$300.00
		Chief Engineer	HR	\$300.00
		Senior Engineer	HR	\$250.00
		Project Engineer	HR	\$150.00
		Senior Scientist	HR	\$200.00
		Project Scientist	HR	\$150.00
		Engineer Intern	HR	\$120.00
		Scientist	HR	\$120.00
		Construction Services Project Manager	HR	\$150.00
		Student Intern	HR	\$80.00
		Senior Engineering Technician	HR	\$110.00
		Engineering Technician	HR	\$70.00
		CADD/GIS Specialist	HR	\$150.00
		Draftsman	HR	\$100.00
		Contract Coordinator	HR	\$120.00
		Secretary	HR	\$80.00



Field Services

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Truck Rig Mobilization	each	\$600.00	Drill Rig and Crew – Truck/Mud Bug (2' person)	hour	\$220.00
Mud Bug Rig Mobilization	each	900.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	hour	300.00
CPT Rig Mobilization	each	1,200.00	Drill Rig and Crew – Track/Barge (3 person)	hour	450.00
Track Rig Mobilization	each	4,000.00	Field Permeability (0 – 10 ft) – Truck	each	420.00
Barge/Amphibious Mobilization - Crane	each	15,000.00	Field Permeability (10 – 25 ft) – Truck	each	500.00
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
Support Boat Mobilization	each	550.00	Pavement Cores (no MOT w/base check)	each	250.00
Support Truck	day	160.00	Pavement Cores (no MOT w/o base check)	each	200.00
Support Boat	day	200.00	Roadway Pavement Cores (day with MOT)	each	350.00
Support Airboat	day	500.00	Roadway Pavement Cores (night with MOT)	each	400.00
Coring Machine	day	150.00	MOT Portable Safety Signs	day	50.00
GPS Unit	day	100.00	MOT Channelization Cones (each)	day	6.00
Soil Survey/Coring Crew (2 person)	hour	180.00	MOT Attenuator Truck	day	600.00
Soil Survey/Coring Crew (3 person)	hour	250.00	MOT Arrow Board	day	50.00
Ground Penetrating Radar/RoadScan	hour	400.00	MOT Traffic Control Officer	hour	75.00
Chainsaw	day	65.00	Surcharge for Night/Weekend Work	lump sum	50%
Temporary Piezometer	foot	35.00	Clearing Equipment	day	2,000.00

Drill Rig Unit Rates

Unit Rate Multipliers: Truck = Rate x 1.00, Mud Bug = Rate x 1.25 and Track/Barge = Rate x 1.50

		<u>0 - 50</u>	<u>50 - 100</u>	<u>100 - 150</u>	<u>150 - 200</u>	<u>200 - 250</u>	<u>250 - 300</u>
SPT Borings	foot	\$17.00	\$20.00	\$30.00	\$40.00	\$55.00	\$65.00
Auger/Rotary Wash Borings	foot	12.00	15.00	18.00	24.00	29.00	40.00
CPT Soundings	foot	15.00	16.00	18.00	20.00	22.00	26.00
HW Rock Coring	foot	50.00	55.00	60.00	70.00	80.00	90.00
Casing – 3 inch	foot	10.00	13.00	16.00	21.00	22.00	28.00
Casing – 4 inch	foot	12.00	14.00	18.00	22.00	26.00	32.00
Additional Split Spoon Samples	each	47.00	57.00	80.00	100.00	120.00	150.00
Undisturbed Samples	each	200.00	220.00	260.00	320.00	380.00	450.00
Borehole Grouting	foot	6.00	8.00	10.00	13.00	15.00	16.00

Laboratory Services

Unit Weight	each	\$50.00	Unconfined Compression – Soil	each	\$225.00
Natural Moisture Content	each	17.00	Unconfined Compression – Rock	each	150.00
Grain Size Analysis	each	72.00	Splitting Tensile – Rock	each	175.00
Percent Fines	each	48.00	Permeability	each	320.00
Hydrometer Analysis	each	140.00	Permeability with Backpressure Saturation	each	450.00
Organic Content	each	50.00	Corrosion Series	each	238.00
Atterberg Limits (Plastic & Liquid Limits)	each	125.00	Bitumen Extraction	each	100.00
Specific Gravity	each	85.00	Aggregate Gradation	each	60.00
Limerock Bearing Ratio	each	360.00	UU Triaxial Shear Strength (Q)	each	500.00
Consolidation with Rebound (12 loads)	each	620.00	CU Triaxial Shear Strength (R)	each	550.00
Consolidation Additional Loads	each	90.00	CD Triaxial Shear Strength (S)	each	650.00
Consolidation Extended Loads	each	150.00	Pocket Penetrometer/Torvane Shear Strength	each	26.00



Drilling/Equipment Rates					
<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Direct Push/Truck Drill Rig Mobilization	each	\$500.00	Well Completion (flush mount)	each	\$250.00
Mudbug Drill Rig Mobilization	each	700.00	Well Completion (aboveground)	each	350.00
Track Drill Rig Mobilization	each	4,000.00	Well Development	hour	110.00
Direct Push Rig	day	1,500.00	Drill Rig and Crew (2' person)	hour	220.00
Direct Push Well Materials	foot	30.00	Equipment Decontamination	hour	110.00
Temporary Piezometer	foot	30.00	Steam Cleaner	Day	150.00
Two-inch Monitoring Well - conventional rig (0-50 ft)	foot	35.00	Concrete Saw	Day	75.00
Two-inch Monitoring Well - conventional rig (50-100 ft)	foot	45.00	Concrete Coring Machine	Day	150.00
Expendable Sampling Equipment	day	65.00	Ground Penetrating Radar Survey	hour	400.00
Expendable Point	each	15.00	Surcharge for Night/Weekend Work	lump sum	50%

Soil/Sediment/Surface Water/Groundwater Sampling Equipment					
Hand Auger Boring	foot	\$12.00	Organic Vapor Analyzer	day	\$160.00
Core Sampler	day	10.00	Multi-Parameter Water Quality	day	150.00
Dredge, Sediment Sampler	day	30.00	Turbidity Meter	day	50.00
Decontamination Station (hand sampling)	day	20.00	Dissolved Oxygen Meter	day	50.00
Support Truck	day	150.00	Photoionization Detector	day	160.00
Support Boat	day	200.00	pH meter w/Calibration Kit	day	50.00
Peristaltic Pump	day	50.00	Poly Sample Tubing	foot	1.50
Submersible Pump w/Variable Speed Controller	day	200.00	Silicon Pump Tubing (Peristaltic)	foot	3.50
Centrifugal Pump	day	75.00	Flow-Through Filtration	each	30.00
100 ft Water Level Meter	day	40.00	Miscellaneous Supplies	day	65.00
100 ft Oil/Water Interface Probe	day	100.00			

Miscellaneous Field Equipment					
Survey Equipment (Level and Rod)	day	\$50.00	GPS Unit	day	\$100.00

Laboratory Services					
RCRA 8 Metals (Water)	each	\$125.00	RCRA 8 Metals (Soil)	each	\$125.00
Herbicide/Pesticide Group (Water)	each	450.00	Herbicide/Pesticide Group (Soil)	each	450.00
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

2021 Construction Services Field and Laboratory Testing Fee Schedule

Field Services

<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Fresh concrete, grout and mortar sampling testing	hour	\$60.00
Rebound Hammer Testing	hour	65.00
Windsor Probe Test	each	50.00
Paint Thickness Testing	hour	65.00
In-Place Density Tests (Minimum 4 per trip)	each	28.00
Soil-Cement Sampling	hour	60.00
Pavement Cores (without MOT)	each	150.00
Minimum Trip Charge	trip	112.00
Coring Equipment Charge	trip	150.00
Surcharge for Night (5 pm to 7 am)/Weekend Work	lump sum	50%

Laboratory Services

Proctor Compaction Test	each	\$125.00
Limerock Bearing Ratio	each	350.00
Florida Bearing Value	each	60.00
Asphalt Content FM 5-563	each	100.00
Asphalt Gradation	each	75.00
Core Bulk Specific Gravity	each	40.00
Soil Grain Size Analysis	each	70.00
Percent Fines Content	each	40.00
Atterberg Limits	each	110.00
Organic Content	each	50.00
Moisture Content	each	15.00
Corrosion Series	each	200.00
Compressive Strength Testing		
Concrete Cylinders	set of 4	80.00
Soil Cement Specimens	set of 3	90.00
Grout Prisms	set of 4	90.00
Mortar Cubes	set of 3	90.00
Concrete Cylinder (Client Supplied)	each	20.00
Lightweight Insulating Concrete Unit Weight	each	25.00

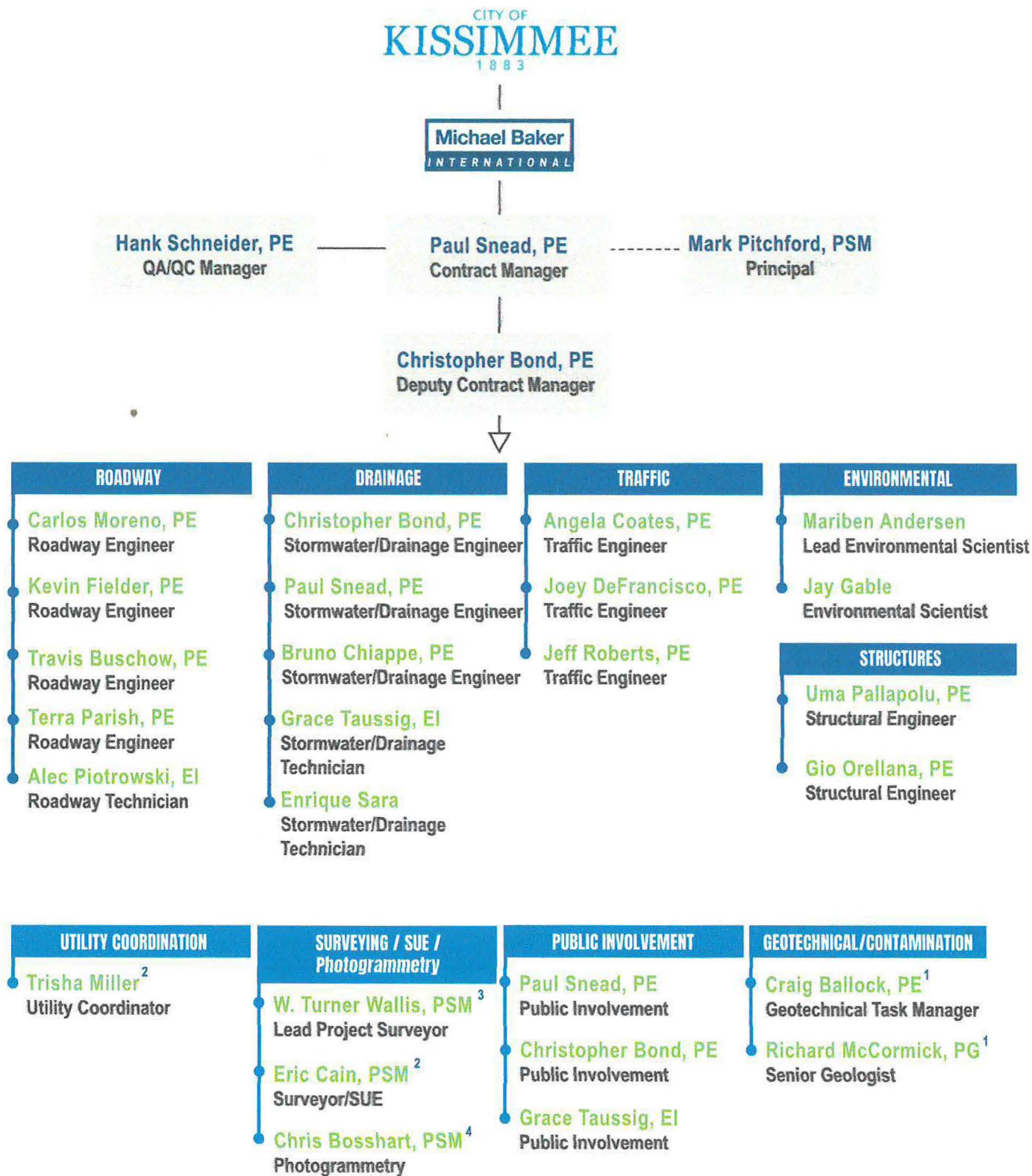
EXHIBIT D
TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

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 DESIGN 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 DESIGN 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.



**THIRD RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND RS&H, INC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS THIRD RENEWAL of the Agreement for Professional Services is made this ____ day of _____ 2025, *nunc pro tunc* to July 6, 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 **RS&H, INC**, located at 10748 Deerwood Park Blvd South, Jacksonville, FL 32256, hereinafter known as “DESIGN ENGINEER.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 and received responses through a competitive selection process in accordance with the Consultants’ Competitive Negotiation Act, Florida Statutes section 287.055; and

WHEREAS, on July 06, 2021, the City of Kissimmee and RS&H, INC entered into an Agreement for Professional Engineering Services (the “Original Agreement”); and

WHEREAS, on July 18, 2023, 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, on July 02, 2024, the Parties executed a Second Renewal to the Agreement to exercise the option to renew the Agreement for an additional twelve (12) month period (hereinafter referred to as “Second Renewal”); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional and final (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 Third Renewal, the CITY and DESIGN ENGINEER agree to the terms and conditions of the First Renewal dated July 18, 2023, the Second Renewal dated July 02, 2024. and Original Agreement dated July 06, 2021, incorporated herein by reference and attached hereto as **Exhibit “A”**.
- 3. TERM.** The CITY and DESIGN ENGINEER agree to exercise the third and final one (1) year renewal provided under Article 1 (“General”), sub-section 1.7 of the Original Agreement, extending the terms and conditions therein for an additional year.
- 4. Effective Date.** The effective date of this Third Renewal of the Agreement between CITY and RS&H, INC is July 06, 2025.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Third Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

RS&H, INC

By: _____

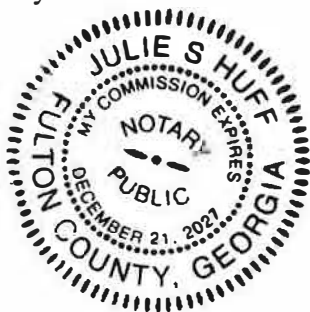
Title: Christian B. Jackson, Senior Vice President

Date: 6/20/25

STATE OF GEORGIA)
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 20th day of JUNE, 2025, by means of ☒ physical presence or ☐ online notarization by CHRISTIAN B. JACKSON as SENIOR VICE PRESIDENT for RS&H, INC, a corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: _____

Print Name: JULIE S. HUFF

My Commission Expires: DECEMBER 21, 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

**EXHIBIT “A”
FIRST & SECOND RENEWALS &
ORIGINAL AGREEMENT**

**FIRST RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND RS&H, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS FIRST RENEWAL of the Agreement is made this 18th day of July 2023, by and between **RS&H, INC.**, located at 301 East Pine Street, Suite 350, Orlando, FL 32801, hereinafter known as “DESIGN ENGINEER,” and the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the “CITY.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 “Continuing Contract for Engineering Services”, and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and RS&H, Inc. on July 6, 2021 and such Agreement expired on July 6, 2023 (the “Original Agreement”); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional year.

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 DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as Exhibit “1.”
- 3. Term.** The CITY and DESIGN ENGINEER agree to exercise the first one-year renewal period provided under Section 1 (“Term”) of the Original Agreement, extending the terms and conditions there of to July 6, 2023 to July 6, 2024, *nunc pro tunc*.
- 4. Effective Date.** The effective date of this First Renewal of the Agreement between the City of Kissimmee and **RS&H, INC.** is July 6, 2023, *nunc pro tunc*.

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.

RS&H, INC.

By: Nicole Jeffers

Title: Vice President

Date: June 28, 2023

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 28th day of June, 2023, by means of ☐ physical presence or ☒ online notarization by Nicole Jeffers as Vice President for RS&H, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Natalie Rodriguez
Print Name: Natalie Rodriguez
My Commission Expires: 2/15/2024

CITY OF KISSIMMEE

By: Angela Cody for
Olga Gonzalez, Mayor-Commissioner

Date: July 19, 2023



ATTEST:

Tameara Crespo

for

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes

Olga Sanchez de Fuentes, City Attorney

Exhibit “1”

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND RS&H, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **RS&H, INC.** whose address is 301 East Pine Street, Suite 350, Orlando, FL 32801, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 RS&H, INC. is qualified to provide the services and desires to award a continuing services contract to DESIGN 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 DESIGN 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 DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN 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 DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER's services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN

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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

- 6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

RS&H, INC.

301 East Pine Street, Suite 350

Orlando, FL 32801

And copies to:

RS&H, Inc.

Attention: Legal Department

10748 Deerwood Park Blvd. S.

Jacksonville, FL 32256

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 shall be made to DESIGN ENGINEER by the CITY for all services performed and reimbursable expenses incurred in accordance with this Agreement prior to the termination date. 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

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

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

The DESIGN ENGINEER 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 but not including performance or nonperformance of professional services. The DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against such third party liability for the proportion of damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or

may at any time sustain or incur caused by DESIGN ENGINEER's negligence.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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

DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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 DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards applicable to the Services, standards of the CITY, and the applicable requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement as is consistent with the professional standard of care.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN

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, pandemic, 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 Time is of the essence of this Agreement.

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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 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 DESIGN 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. Prevailing Party is the party that recovers greater than 67% of its total claims in the

action or who is required to pay no more than 33% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for monetary damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the Prevailing Party.

Signature page to follow

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

RS&H, INC.

By: John J. Bottaro

Title: EXECUTIVE VICE PRESIDENT

Date: 6/23/21

STATE OF FLORIDA)
COUNTY OF Orange)

I he foregoing instrument was acknowledged before me this 23rd day of June, 2021,
by John Bottaro, as Executive Vice President of RS&H, Inc. a Florida corporation, who is
personally known to me or has produced identification.

Notary Seal:

Notary: Natalie Rodriguez



Print Name: Natalie Rodriguez
My Commission Expires: February 15, 2024

CITY OF KISSIMMEE

Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner



Attest:
Linda S. Hansell
Linda Hansell, City Clerk

Approved as to form and legality

Olga Gonzalez
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.	
Previous Contract Total Dollars:	\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	
Accepted By: _____ (signature) Title/Position: _____ PW Director: _____ (signature) Approved as to Form and Legality: _____ (signature) Requested By: _____ (signature) Approved By: _____ (signature) City Commission Approval Date: _____	

EXHIBIT C
HOURLY RATE SCHEDULE

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 DESIGN 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 DESIGN 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 C

RS&H, Inc.
Weighted Wage Rate
City of Kissimmee - Continuing Engineering Services

Title / Classification	Emp. #	Employee	Current Hourly Rate	Percent Utilized	Weighted Rate	Escalator	Weighted Escalated Rate	Multiplier	Billing Rate
Project Manager	030951	Gonzalez, Edward	\$109.73	x 10% =	\$10.97				
	032563	Gonzalez, Renato	\$102.11	x 90% =	\$91.90				
				100%	\$102.87	x 1.0000 =	\$102.87	x 3.0031 =	\$308.93
Senior Engineer	030618	Birst, Shawn	\$86.47	x 10% =	\$8.65				
	032139	Colon, Edward	\$87.59	x 10% =	\$8.76				
	032549	Glenn, Jeffrey	\$94.05	x 30% =	\$28.22				
	031387	Jeffers, Nicole	\$70.47	x 10% =	\$7.05				
	033437	Markel, Paul	\$77.00	x 40% =	\$30.80				
				100%	\$83.48	x 1.0000 =	\$83.48	x 3.0031 =	\$250.70
Engineer	031393	Anzelone, Thomas	\$44.26	x 20% =	\$8.85				
	032176	Daceus, Marline	\$43.40	x 10% =	\$4.34				
	030817	Mendoza, Olga	\$44.27	x 20% =	\$8.85				
	030593	Schram, Amanda	\$45.55	x 10% =	\$4.56				
	034812	Staats, Kyle	\$50.15	x 20% =	\$10.03				
	031078	Williams, Zachary	\$50.63	x 20% =	\$10.13				
				100%	\$46.76	x 1.0000 =	\$46.76	x 3.0031 =	\$140.42
Planner/Permitter	031752	Dailey, Christopher	\$64.28	x 50% =	\$32.14				
	032054	Hartz, Robyn	\$60.26	x 50% =	\$30.13				
				100%	\$62.27	x 1.0000 =	\$62.27	x 3.0031 =	\$187.00
Senior Landscape Architect	036284	Sill, Ronald	\$87.62	x 100% =	\$87.62				
				100%	\$87.62	x 1.0000 =	\$87.62	x 3.0031 =	\$263.13
Landscape Architect	030779	Bryan, David	\$51.50	x 100% =	\$51.50				
				100%	\$51.50	x 1.0000 =	\$51.50	x 3.0031 =	\$154.66
Architect	030756	DeMeo, Michael	\$56.82	x 100% =	\$56.82				
				100%	\$56.82	x 1.0000 =	\$56.82	x 3.0031 =	\$170.64
Engineering Technician	032323	Felins, Eric	\$34.24	x 20% =	\$6.85				
	033655	Kinney, Ricky	\$39.12	x 20% =	\$7.82				
	031374	Rhodes, Lauren	\$36.05	x 30% =	\$10.82				
	031684	Schaffer, Edward	\$34.24	x 30% =	\$10.27				
				100%	\$35.76	x 1.0000 =	\$35.76	x 3.0031 =	\$107.39
Clerical	030531	Flynn, Kimberly	\$33.18	x 100% =	\$33.18				
				100%	\$33.18	x 1.0000 =	\$33.18	x 3.0031 =	\$99.64

Multiplier Calculation

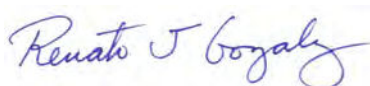
Direct Labor	1.0000
Overhead	1.6789
Total Before Profit	2.6789
Operating Margin	1.1200
FCCM	0.00270
Total Multiplier	3.0031

Direct Expenses 5.83%

Escalating Factor Applied 1.0000

I certify that these rates are accurate as of June 23, 2021.

Sincerely,



Renato J. Gonzalez, P.E.
Vice President

EXHIBIT C

RS&H, Inc Calculation of Escalation

City of Kissimmee - Continuing Engineering Services

The following table is used to determine the escalation percentage to be applied to the entire project. It is anticipated that future annual salary increases will be effective May 1st of each year (as have been prior increases) and the project will start July 1 2021, with a 60 month schedule.

Period			Number of Months	Percent Increase	Escalation Calculation
07/01/21	TO	04/30/22	10	0.00%	1.00
05/01/22	TO	04/30/23	12	3.50%	1.035
05/01/23	TO	04/30/24	12	3.50%	1.071
05/01/24	TO	04/30/25	12	3.50%	1.109
05/01/25	TO	04/30/26	12	3.50%	1.148
05/01/26	TO	06/30/27	2	3.50%	1.188

**SECOND RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND RS&H, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS SECOND RENEWAL of the Agreement is made this July 2nd of 2024, by and between **RS&H, INC.** located at 10748 Deerwood Park Blvd. South, Jacksonville, FL 32256, hereinafter known as “**DESIGN ENGINEER**,” and the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the “**CITY**.” The **DESIGN ENGINEER** and the **CITY** are collectively referred to hereinafter as the “**Parties**”.

WHEREAS, the **CITY** advertised RFQ 2021-003 “Continuing Contract for Engineering Services”, and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the **CITY** and **RS&H, INC.** on July 6, 2021 hereinafter referred to as the “Original Agreement” and attached hereto as Exhibit “1”; and

WHEREAS, the Parties entered into a First Renewal Agreement on _____, and such Agreement expires on July 06, 2024; and

WHEREAS, the **CITY** determined the services and performance of **DESIGN ENGINEER** effectively met the goals and objectives of the **CITY** and performed well under the Original Agreement; and

WHEREAS, the Parties now mutually desire to extend the Original Agreement for an additional year as per provided.

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 **DESIGN ENGINEER** agree to the terms and conditions of the Original Agreement dated July 6, 2021.
- 3. TERM.** The **CITY** and **DESIGN ENGINEER** agree to exercise the second one-year renewal period provided under Section 1 (“Term”) of the Original Agreement, extending the terms and conditions effective there of to July 6, 2024, and extending until July 6, 2025.
- 4. SCOPE OF WORK.** The Scope of Work attached as an exhibit in the Original Agreement is hereby rescinded and replaced in its entirety with Exhibit “A”, attached hereto and incorporated herein by reference.
- 5. Effective Date.** The effective date of this Second Renewal of the Agreement between the **CITY** and **RS&H, INC.** is July 6, 2024.

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.

RS&H, INC.

By: 

Title: CHRISTIAN W. JACKSON
SENIOR VICE PRESIDENT

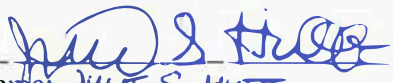
Date: 6/12/24

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 12TH day of JUNE, 2024, by means of ☒ physical presence or ☐ online notarization by CHRISTIAN JACKSON as SENIOR VICE PRESIDENT for RS&H, INC., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: 
Print Name: JULIE S. HUFF

My Commission Expires: DECEMBER 21, 2027

CITY OF KISSIMMEE

By: Olga Castano
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 1
ORIGINAL AGREEMENT

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND RS&H, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **RS&H, INC.** whose address is 301 East Pine Street, Suite 350, Orlando, FL 32801, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 RS&H, INC. is qualified to provide the services and desires to award a continuing services contract to DESIGN 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 DESIGN 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 DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN 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 DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER'S services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN

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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

- 6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

RS&H, INC.

301 East Pine Street, Suite 350

Orlando, FL 32801

And copies to:

RS&H, Inc.

Attention: Legal Department

10748 Deerwood Park Blvd. S.

Jacksonville, FL 32256

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 shall be made to DESIGN ENGINEER by the CITY for all services performed and reimbursable expenses incurred in accordance with this Agreement prior to the termination date. 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

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

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

The DESIGN ENGINEER 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 but not including performance or nonperformance of professional services. The DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against such third party liability for the proportion of damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or

may at any time sustain or incur caused by DESIGN ENGINEER's negligence.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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

DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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 DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards applicable to the Services, standards of the CITY, and the applicable requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement as is consistent with the professional standard of care.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN

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, pandemic, 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 Time is of the essence of this Agreement.

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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 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 DESIGN 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. Prevailing Party is the party that recovers greater than 67% of its total claims in the

action or who is required to pay no more than 33% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for monetary damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the Prevailing Party.

Signature page to follow

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

RS&H, INC.

By: JOHN J. BOTTARO

Title: EXECUTIVE VICE PRESIDENT

Date: 6/23/21

STATE OF FLORIDA)
COUNTY OF Orange)

I he foregoing instrument was acknowledged before me this 23rd day of June, 2021,
by John Bottaro, as Executive Vice President of RS&H, Inc. a Florida corporation, who is
personally known to me or has produced identification.

Notary Seal: Natalie Rodriguez



Print Name: Natalie Rodriguez
My Commission Expires: February 15, 2024



Attest:
Linda S. Hansell
Linda Hansell, City Clerk

CITY OF KISSIMMEE

Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Approved as to form and legality

Allyson Sanchez
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.	
Previous Contract Total Dollars:	\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	\$
Accepted By: _____ (signature)	
Requested By: _____ (signature)	
Title/Position: _____	Approved By: _____ (signature)
PW Director: _____ (signature)	City Commission Approval Date: _____
Approved as to Form and Legality: _____ (signature)	

EXHIBIT C
HOURLY RATE SCHEDULE

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 DESIGN 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 DESIGN 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 C

RS&H, Inc. Weighted Wage Rate

City of Kissimmee - Continuing Engineering Services

Title / Classification	Emp. #	Employee	Current Hourly Rate	Percent Utilized	Weighted Rate	Escalator	Weighted Escalated Rate	Multiplier	Billing Rate
Project Manager	030951	Gonzalez, Edward	\$109.73	x 10% =	\$10.97				
	032563	Gonzalez, Renato	\$102.11	x 90% =	\$91.90				
				<u>100%</u>	<u>\$102.87</u>	x 1.0000 =	\$102.87	x 3.0031 =	\$308.93
Senior Engineer	030618	Birst, Shawn	\$86.47	x 10% =	\$8.65				
	032139	Colon, Edward	\$87.59	x 10% =	\$8.76				
	032549	Glenn, Jeffrey	\$94.05	x 30% =	\$28.22				
	031387	Jeffers, Nicole	\$70.47	x 10% =	\$7.05				
	033437	Markel, Paul	\$77.00	x 40% =	\$30.80				
				<u>100%</u>	<u>\$83.48</u>	x 1.0000 =	\$83.48	x 3.0031 =	\$250.70
Engineer	031393	Anzelone, Thomas	\$44.26	x 20% =	\$8.85				
	032176	Daceus, Marline	\$43.40	x 10% =	\$4.34				
	030817	Mendoza, Olga	\$44.27	x 20% =	\$8.85				
	030593	Schram, Amanda	\$45.55	x 10% =	\$4.56				
	034812	Staats, Kyle	\$50.15	x 20% =	\$10.03				
	031078	Williams, Zachary	\$50.63	x 20% =	\$10.13				
				<u>100%</u>	<u>\$46.76</u>	x 1.0000 =	\$46.76	x 3.0031 =	\$140.42
Planner/Permitter	031752	Dailey, Christopher	\$64.28	x 50% =	\$32.14				
	032054	Hartz, Robyn	\$60.26	x 50% =	\$30.13				
				<u>100%</u>	<u>\$62.27</u>	x 1.0000 =	\$62.27	x 3.0031 =	\$187.00
Senior Landscape Architect	036284	Sill, Ronald	\$87.62	x 100% =	\$87.62				
				<u>100%</u>	<u>\$87.62</u>	x 1.0000 =	\$87.62	x 3.0031 =	\$263.13
Landscape Architect	030779	Bryan, David	\$51.50	x 100% =	\$51.50				
				<u>100%</u>	<u>\$51.50</u>	x 1.0000 =	\$51.50	x 3.0031 =	\$154.66
Architect	030756	DeMeo, Michael	\$56.82	x 100% =	\$56.82				
				<u>100%</u>	<u>\$56.82</u>	x 1.0000 =	\$56.82	x 3.0031 =	\$170.64
Engineering Technician	032323	Felins, Eric	\$34.24	x 20% =	\$6.85				
	033655	Kinney, Ricky	\$39.12	x 20% =	\$7.82				
	031374	Rhodes, Lauren	\$36.05	x 30% =	\$10.82				
	031684	Schaffer, Edward	\$34.24	x 30% =	\$10.27				
				<u>100%</u>	<u>\$35.76</u>	x 1.0000 =	\$35.76	x 3.0031 =	\$107.39
Clerical	030531	Flynn, Kimberly	\$33.18	x 100% =	\$33.18				
				<u>100%</u>	<u>\$33.18</u>	x 1.0000 =	\$33.18	x 3.0031 =	\$99.64

Multiplier Calculation

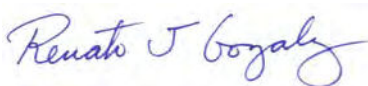
Direct Labor	1.0000
Overhead	1.6789
Total Before Profit	2.6789
Operating Margin	1.1200
FCCM	0.00270
Total Multiplier	3.0031

Direct Expenses 5.83%

Escalating Factor Applied 1.0000

I certify that these rates are accurate as of June 23, 2021.

Sincerely,



Renato J. Gonzalez, P.E.
Vice President

EXHIBIT C

RS&H, Inc Calculation of Escalation

City of Kissimmee - Continuing Engineering Services

The following table is used to determine the escalation percentage to be applied to the entire project. It is anticipated that future annual salary increases will be effective May 1st of each year (as have been prior increases) and the project will **start July 1 2021**, with a 60 month schedule.

Period			Number of Months	Percent Increase	Escalation Calculation
07/01/21	TO	04/30/22	10	0.00%	1.00
05/01/22	TO	04/30/23	12	3.50%	1.035
05/01/23	TO	04/30/24	12	3.50%	1.071
05/01/24	TO	04/30/25	12	3.50%	1.109
05/01/25	TO	04/30/26	12	3.50%	1.148
05/01/26	TO	06/30/27	2	3.50%	1.188

EXHIBIT A
NEW SCOPE OF WORK

EXHIBIT A NEW SCOPE OF WORK

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND RS&H, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **RS&H, INC.** whose address is 301 East Pine Street, Suite 350, Orlando, FL 32801, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 RS&H, INC. is qualified to provide the services and desires to award a continuing services contract to DESIGN 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 DESIGN 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 DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN 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 DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER'S services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN

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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

- 6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

RS&H, INC.

301 East Pine Street, Suite 350

Orlando, FL 32801

And copies to:

RS&H, Inc.

Attention: Legal Department

10748 Deerwood Park Blvd. S.

Jacksonville, FL 32256

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 shall be made to DESIGN ENGINEER by the CITY for all services performed and reimbursable expenses incurred in accordance with this Agreement prior to the termination date. 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

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

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

The DESIGN ENGINEER 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 but not including performance or nonperformance of professional services. The DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against such third party liability for the proportion of damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or

may at any time sustain or incur caused by DESIGN ENGINEER's negligence.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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

DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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 DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN ENGINEER shall in the minimum be in conformance with commonly accepted design codes and standards applicable to the Services, standards of the CITY, and the applicable requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement as is consistent with the professional standard of care.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN

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, pandemic, 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 Time is of the essence of this Agreement.

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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 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 DESIGN 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. Prevailing Party is the party that recovers greater than 67% of its total claims in the

action or who is required to pay no more than 33% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for monetary damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the Prevailing Party.

Signature page to follow

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

RS&H, INC.

By: John J. Bottaro

Title: EXECUTIVE VICE PRESIDENT

Date: 6/23/21

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 23rd day of June, 2021,
by John Bottaro, as Executive Vice President of RS&H, Inc. a Florida corporation, who is
personally known to me or has produced identification.

Notary Seal:

Notary: Natalie Rodriguez



Print Name: Natalie Rodriguez
My Commission Expires: February 15, 2024



Attest:

Linda S. Hansell
Linda Hansell, City Clerk

CITY OF KISSIMMEE

Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Approved as to form and legality

Alp Sanchez
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM		Work Order/ ADDENDUM #:								
DATE:		AMENDMENT:								
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.										
Previous Contract Total Dollars:		\$								
NET Dollars for this Work Order/Addendum (Addition/Subtraction):		☐ +								
NET CONTRACT TOTAL DOLLARS:		\$								
<table border="0"> <tr> <td>Accepted By: _____ (signature)</td> <td>Requested By: _____ (signature)</td> </tr> <tr> <td>Title/Position: _____</td> <td>Approved By: _____ (signature)</td> </tr> <tr> <td>PW Director: _____ (signature)</td> <td>City Commission Approval Date: _____</td> </tr> <tr> <td colspan="2">Approved as to Form and Legality: _____ (signature)</td> </tr> </table>			Accepted By: _____ (signature)	Requested By: _____ (signature)	Title/Position: _____	Approved By: _____ (signature)	PW Director: _____ (signature)	City Commission Approval Date: _____	Approved as to Form and Legality: _____ (signature)	
Accepted By: _____ (signature)	Requested By: _____ (signature)									
Title/Position: _____	Approved By: _____ (signature)									
PW Director: _____ (signature)	City Commission Approval Date: _____									
Approved as to Form and Legality: _____ (signature)										

EXHIBIT C
HOURLY RATE SCHEDULE

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 DESIGN 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 DESIGN 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 C

RS&H, Inc.
Weighted Wage Rate
City of Kissimmee - Continuing Engineering Services

Title / Classification	Emp. #	Employee	Current Hourly Rate	Percent Utilized	Weighted Rate	Escalator	Weighted Escalated Rate	Multiplier	Billing Rate
Project Manager	030951	Gonzalez, Edward	\$109.73	x 10% =	\$10.97				
	032563	Gonzalez, Renato	\$102.11	x 90% =	\$91.90				
				100%	\$102.87	x 1.0000 =	\$102.87	x 3.0031 =	\$308.93
Senior Engineer	030618	Birst, Shawn	\$86.47	x 10% =	\$8.65				
	032139	Colon, Edward	\$87.59	x 10% =	\$8.76				
	032549	Glenn, Jeffrey	\$94.05	x 30% =	\$28.22				
	031387	Jeffers, Nicole	\$70.47	x 10% =	\$7.05				
	033437	Markel, Paul	\$77.00	x 40% =	\$30.80				
				100%	\$83.48	x 1.0000 =	\$83.48	x 3.0031 =	\$250.70
Engineer	031393	Anzelone, Thomas	\$44.26	x 20% =	\$8.85				
	032176	Daceus, Marline	\$43.40	x 10% =	\$4.34				
	030817	Mendoza, Olga	\$44.27	x 20% =	\$8.85				
	030593	Schram, Amanda	\$45.55	x 10% =	\$4.56				
	034812	Staats, Kyle	\$50.15	x 20% =	\$10.03				
	031078	Williams, Zachary	\$50.63	x 20% =	\$10.13				
				100%	\$46.76	x 1.0000 =	\$46.76	x 3.0031 =	\$140.42
Planner/Permitter	031752	Dailey, Christopher	\$64.28	x 50% =	\$32.14				
	032054	Hartz, Robyn	\$60.26	x 50% =	\$30.13				
				100%	\$62.27	x 1.0000 =	\$62.27	x 3.0031 =	\$187.00
Senior Landscape Architect	036284	Sill, Ronald	\$87.62	x 100% =	\$87.62				
				100%	\$87.62	x 1.0000 =	\$87.62	x 3.0031 =	\$263.13
Landscape Architect	030779	Bryan, David	\$51.50	x 100% =	\$51.50				
				100%	\$51.50	x 1.0000 =	\$51.50	x 3.0031 =	\$154.66
Architect	030756	DeMeo, Michael	\$56.82	x 100% =	\$56.82				
				100%	\$56.82	x 1.0000 =	\$56.82	x 3.0031 =	\$170.64
Engineering Technician	032323	Felins, Eric	\$34.24	x 20% =	\$6.85				
	033655	Kinney, Ricky	\$39.12	x 20% =	\$7.82				
	031374	Rhodes, Lauren	\$36.05	x 30% =	\$10.82				
	031684	Schaffer, Edward	\$34.24	x 30% =	\$10.27				
				100%	\$35.76	x 1.0000 =	\$35.76	x 3.0031 =	\$107.39
Clerical	030531	Flynn, Kimberly	\$33.18	x 100% =	\$33.18				
				100%	\$33.18	x 1.0000 =	\$33.18	x 3.0031 =	\$99.64

Multiplier Calculation

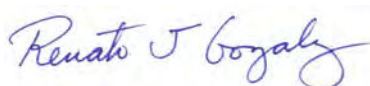
Direct Labor	1.0000
Overhead	1.6789
Total Before Profit	2.6789
Operating Margin	1.1200
FCCM	0.00270
Total Multiplier	3.0031

Direct Expenses 5.83%

Escalating Factor Applied 1.0000

I certify that these rates are accurate as of June 23, 2021.

Sincerely,



Renato J. Gonzalez, P.E.
Vice President

EXHIBIT C

RS&H, Inc Calculation of Escalation

City of Kissimmee - Continuing Engineering Services

The following table is used to determine the escalation percentage to be applied to the entire project. It is anticipated that future annual salary increases will be effective May 1st of each year (as have been prior increases) and the project will start July 1 2021, with a 60 month schedule.

Period			Number of Months	Percent Increase	Escalation Calculation
07/01/21	TO	04/30/22	10	0.00%	1.00
05/01/22	TO	04/30/23	12	3.50%	1.035
05/01/23	TO	04/30/24	12	3.50%	1.071
05/01/24	TO	04/30/25	12	3.50%	1.109
05/01/25	TO	04/30/26	12	3.50%	1.148
05/01/26	TO	06/30/27	2	3.50%	1.188

**THIRD RENEWAL AND AMENDMENT TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND BCC ENGINEERING, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS THIRD RENEWAL AND AMENDMENT of the Agreement for Professional Services is made this ____ day of _____ 2025, *nunc pro tunc* to July 6, 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 **BCC ENGINEERING, LLC.**, located at 6401 SW 87th Ave., Ste. 200, Miami, FL 33173, hereinafter known as “DESIGN ENGINEER.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 and received responses through a competitive selection process in accordance with the Consultants’ Competitive Negotiation Act, Florida Statutes section 287.055; and

WHEREAS, on July 06, 2021, the City of Kissimmee and BCC Engineering, LLC. entered into an Agreement for Professional Engineering Services (the “Original Agreement”); and

WHEREAS, on July 18, 2023, 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, on July 02, 2024, the Parties executed a Second Renewal to the Agreement to exercise the option to renew the Agreement for an additional twelve (12) month period (hereinafter referred to as “Second Renewal”); and

WHEREAS, DESIGN ENGINEER and CITY have agreed to amend the hourly rate schedule for work to be performed pursuant to this third and final renewal; and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional and final (1) year period and amend the rates 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 Third Renewal and Amendment, the CITY and DESIGN ENGINEER agree to the terms and conditions of the First Renewal dated July 18, 2023, the Second Renewal dated July 02, 2024. and Original Agreement dated July 06, 2021, incorporated herein by reference and attached hereto as **Exhibit “1”**.
- 3. AMENDMENT.** Exhibit “C” of the Original Agreement is hereby rescinded in its entirety and replaced by the attached “Exhibit “C.” The hourly rate schedule described therein is effective as of July 6, 2025.

4. **TERM.** The CITY and DESIGN ENGINEER agree to exercise the third and final one (1) year renewal provided under Article 1 ("General"), sub-section 1.7 of the Original Agreement, extending the terms and conditions therein for an additional year.
5. **Effective Date.** The effective date of this Third Renewal and Amendment of the Agreement between CITY and BCC ENGINEERING, LLC. is July 06, 2025.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Third Renewal and Amendment, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

BCC ENGINEERING, LLC.

By: [Signature]

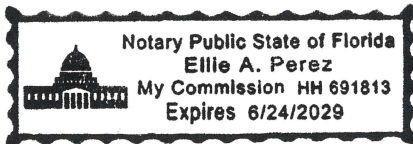
Title: Senior Vice President

Date: 7/7/25

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 7th day of July, 2025, by means of ☒ physical presence or ☐ online notarization by Victor Herrera as Senior Vice President for BCC Engineering, LLC., a corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]

Print Name: Elle Perez

My Commission Expires: 6/24/2029

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 "1"
FIRST & SECOND RENEWALS &
ORIGINAL AGREEMENT

**FIRST RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND BCC ENGINEERING, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS FIRST RENEWAL of the Agreement is made this 18th day of July 2023, by and between **BCC ENGINEERING, LLC**, located at 6401 SW 87 Av. Suite 200, Miami, FL 33173, hereinafter known as "DESIGN ENGINEER," and the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY." The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 "Continuing Contract for Engineering Services", and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and BCC Engineering, LLC on July 6, 2021 and such Agreement expired on July 6, 2023 (the "Original Agreement"); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional year.

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 DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as Exhibit "1."
3. **Term.** The CITY and DESIGN ENGINEER agree to exercise the first one-year renewal period provided under Section 1 ("Term") of the Original Agreement, extending the terms and conditions there of to July 6, 2023 to July 6, 2024, *nunc pro tunc*.
4. **Effective Date.** The effective date of this First Renewal of the Agreement between the City of Kissimmee and **BCC ENGINEERING, LLC** is July 6, 2023, *nunc pro tunc*.

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.

BCC ENGINEERING, LLC

By: [Signature]

Title: SENIOR VICE PRESIDENT

Date: 6/29/23

STATE OF FLORIDA)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 29th day of June, 2023, by means of ☒ physical presence or ☐ online notarization by Victor Herrera as Senior Vice President for BCC Engineering, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



VANESSA AYMERICH
Notary Public
State of Florida
Comm# HH402823
Expires 5/24/2027

Notary: [Signature]

Print Name: Vanessa Aymerich

My Commission Expires: 5/24/2027

CITY OF KISSIMMEE

By: [Signature] for

Olga Gonzalez, Mayor-Commissioner

Date: July 19, 2023



ATTEST:

Tameara Crespo

for

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes

Olga Sanchez de Fuentes, City Attorney

Exhibit “1”

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND BCC ENGINEERING, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 16th day of July, 2021 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 BCC ENGINEERING, LLC whose address is 6401 SW 87 Av. Suite 200, Miami, Florida 33173, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 BCC ENGINEERING, LLC is qualified to provide the services and desires to award a continuing services contract to DESIGN 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 I. GENERAL

- 1.1 DESIGN 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 DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN 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 DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment(s) consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Unless modified in writing by the parties hereto, duties of the DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN

ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER's services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN 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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

BCC ENGINEERING, LLC

Jeff Messenger, P.E.

6401 SW 87 Av. Suite 200

Miami, Florida 33173

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

- 8.6.2 If the aggregate time of the CITY's suspension or suspensions of the DESIGN ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the DESIGN ENGINEER and the CITY shall, upon request of the DESIGN 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 DESIGN ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the DESIGN ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the DESIGN ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the DESIGN 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 ENGINEER 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 ENGINEER and other persons employed or utilized by the design professional in the performance of the contract.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses recoverable under applicable law, but only to the extent caused by the negligent acts or omissions of DESIGN ENGINEER, including but not limited to reasonable counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

DESIGN ENGINEER has no obligation to pay for any of the CITY'S costs prior to a final determination of liability or to pay any amount that exceeds the DESIGN ENGINEER'S finally determined percentage of liability based upon the comparative fault of the DESIGN ENGINEER, its employees, and its subconsultants.

PURSUANT TO SECTION 558.0035, F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF THE DESIGN ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED.

The DESIGN ENGINEER and the CITY waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes or other matters in question arising out of or relating to this Agreement.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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 DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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 DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN ENGINEER shall be in conformance with commonly applicable 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.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 Time is of the essence of this Agreement. Notwithstanding, in no event will DESIGN ENGINEER be responsible for damages due to delays beyond DESIGN ENGINEER'S reasonable control.

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 DESIGN 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 - ADDENDUM FORM
 - EXHIBIT C - HOURLY RATES SCHEDULE
 - EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES
 - EXHIBIT E - PROJECT STAFFING CHART

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 DESIGN 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.

Signature page to follow

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

BCC ENGINEERING, INC. LLC

By: Anthony Jorge

Title: Director of Roadway

Date: June 25, 2021

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 25 day of JUNE, 2021, by ANTHONY JORGES, as DIRECTOR OF ROADWAY BCC ENGINEERING, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:
Notary:



Vanessa Arango
Comm. # GG355965
Expires: July 17, 2023
Bonded Thru Aaron Notary

Print Name: VANESSA ARANGO
My Commission Expires: 7/17/23

CITY OF KISSIMMEE

Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell
Linda Hansell, City Clerk

Approved as to form and legality

Olga Sanchez-Garcia
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:								
DATE:	AMENDMENT:								
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.									
Previous Contract Total Dollars:	\$								
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +								
NET CONTRACT TOTAL DOLLARS:									
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Accepted By: _____ (signature) </td> <td style="width: 50%; vertical-align: top;"> Requested By: _____ (signature) </td> </tr> <tr> <td style="vertical-align: top;"> Title/Position: _____ </td> <td style="vertical-align: top;"> Approved By: _____ (signature) </td> </tr> <tr> <td style="vertical-align: top;"> PW Director: _____ (signature) </td> <td style="vertical-align: top;"> City Commission Approval Date: _____ </td> </tr> <tr> <td colspan="2" style="vertical-align: top;"> Approved as to Form and Legality: _____ (signature) </td> </tr> </table>		Accepted By: _____ (signature)	Requested By: _____ (signature)	Title/Position: _____	Approved By: _____ (signature)	PW Director: _____ (signature)	City Commission Approval Date: _____	Approved as to Form and Legality: _____ (signature)	
Accepted By: _____ (signature)	Requested By: _____ (signature)								
Title/Position: _____	Approved By: _____ (signature)								
PW Director: _____ (signature)	City Commission Approval Date: _____								
Approved as to Form and Legality: _____ (signature)									

EXHIBIT C
HOURLY RATE SCHEDULE

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 DESIGN 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 DESIGN 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.

CERTIFIED WAGE RATE FORM

Consultant Name: BCC Engineering, LLC

Continuing Contract for Consulting Engineering Services

RFQ 2021-003

Job Classification	Personnel	Current Hourly Rate	Loaded Rate
Project Principal			
	Boyd Jenkins	\$ 86.99	\$ 269.67
	Average Hourly Rate	\$ 86.99	\$ 269.67
Project Manager			
	Jeff Messenger	\$ 101.92	\$ 315.95
	Average Hourly Rate	\$ 101.92	\$ 315.95
Project Engineer			
	Roy Monk	\$ 49.83	\$ 154.47
	Joseph Rojas	\$ 62.50	\$ 193.75
	Julie Tom	\$ 54.57	\$ 169.17
	Lorin Brissett	\$ 62.36	\$ 193.32
	Revanth Katta	\$ 37.50	\$ 116.25
	Jairo Rodriguez	\$ 64.22	\$ 199.08
	Ravindra Dyal	\$ 40.82	\$ 126.54
	Erik Spillman	\$ 77.39	\$ 239.91
	Jerry Woods	\$ 66.95	\$ 207.55
	Martin Ryan	\$ 72.16	\$ 223.70
	Lourdes Rapp	\$ 56.95	\$ 176.55
	Average Hourly Rate	\$ 58.66	\$ 181.84
Engineer Intern			
	Phani Gubbala	\$ 37.02	\$ 114.76
	Average Hourly Rate	\$ 37.02	\$ 114.76
Senior Planner			
	SungRyong Han	\$ 72.59	\$ 225.03
	Average Hourly Rate	\$ 72.59	\$ 225.03
Planner			
	Danyu Shi	\$ 38.00	\$ 117.80
	Average Hourly Rate	\$ 38.00	\$ 117.80
Designer			
	Douglas Akinola	\$ 30.96	\$ 95.98
	Average Hourly Rate	\$ 30.96	\$ 95.98
Senior Utility Coordinator			
	Ricardo Duran	\$ 49.88	\$ 154.63
	Average Hourly Rate	\$ 49.88	\$ 154.63



5401 South Kirkman Road
Suite 400
Orlando, FL 32819
407.409.6300 phone
407.409.6300 fax

essson.com

June 28, 2021

Subject: City of Kissimmee Continuing Contract for Consulting Engineering Services;
RFQ2021-003

Environmental Science Associates (ESA) Fee Schedule (2021)

ESA Labor Classification	Billing Rate
Vice President	\$285.00
Principal Scientist	\$240.00
Managing Scientist	\$220.00
Senior Scientist III	\$190.00
Senior Scientist II	\$170.00
Senior Scientist I	\$140.00
Associate Scientist III	\$120.00
Associate Scientist II	\$105.00
Associate Scientist I	\$80.00
Administrative	\$105.00

FBT Rate Schedule
City of Kissimmee
RFQ2021-003

Name	Years	Rate/Hr.
Bassel Kassem, PE	24	\$ 77.53
Juan Valenzuela, PE	20	\$ 72.20

KISSIMMEE, FLORIDA

RFP 2021-003 CONTINUING ENGINEERING SERVICES

HOURLY RATE SCHEDULE

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

MAY 2021

Staff Classification	Hourly Billing Rate
Principal Engineer	\$300.00
Chief Engineer	\$300.00
Senior Engineer	\$250.00
Project Engineer	\$150.00
Senior Scientist	\$200.00
Project Scientist	\$150.00
Engineer Intern	\$120.00
Scientist	\$120.00
Construction Services Project Manager	\$150.00
Student Intern	\$ 80.00
Senior Engineering Technician	\$110.00
Engineering Technician	\$ 70.00
CADD/GIS Specialist	\$150.00
Draftsman	\$100.00
Contract Coordinator	\$120.00
Secretary	\$ 80.00

2021 Geotechnical Field and Laboratory Testing Fee Schedule

Field Services

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Truck Rig Mobilization	each	\$600.00	Drill Rig and Crew – Truck/Mud Bug (2 person)	hour	\$220.00
Mud Bug Rig Mobilization	each	900.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	hour	300.00
CPT Rig Mobilization	each	1,200.00	Drill Rig and Crew – Track/Barge (3 person)	hour	450.00
Track Rig Mobilization	each	4,000.00	Field Permeability (0 – 10 ft) – Truck	each	420.00
Barge/Amphibious Mobilization - Crane	each	15,000.00	Field Permeability (10 – 25 ft) – Truck	each	500.00
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
Support Boat Mobilization	each	550.00	Pavement Cores (no MOT w/base check)	each	250.00
Support Truck	day	160.00	Pavement Cores (no MOT w/o base check)	each	200.00
Support Boat	day	200.00	Roadway Pavement Cores (day with MOT)	each	350.00
Support Airboat	day	500.00	Roadway Pavement Cores (night with MOT)	each	400.00
Coring Machine	day	150.00	MOT Portable Safety Signs	day	50.00
GPS Unit	day	100.00	MOT Channelization Cones (each)	day	6.00
Soil Survey/Coring Crew (2 person)	hour	180.00	MOT Attenuator Truck	day	600.00
Soil Survey/Coring Crew (3 person)	hour	250.00	MOT Arrow Board	day	50.00
Ground Penetrating Radar/RoadScan	hour	400.00	MOT Traffic Control Officer	hour	75.00
Chainsaw	day	65.00	Surcharge for Night/Weekend Work	lump sum	50%
Temporary Piezometer	foot	35.00	Clearing Equipment	day	2,000.00

Drill Rig Unit Rates

Unit Rate Multipliers: Truck = Rate x 1.00, Mud Bug = Rate x 1.25 and Track/Barge = Rate x 1.50

		<u>0 - 50</u>	<u>50 - 100</u>	<u>100 - 150</u>	<u>150 - 200</u>	<u>200 - 250</u>	<u>250 - 300</u>
SPT Borings	foot	\$17.00	\$20.00	\$30.00	\$40.00	\$55.00	\$65.00
Auger/Rotary Wash Borings	foot	12.00	15.00	18.00	24.00	29.00	40.00
CPT Soundings	foot	15.00	16.00	18.00	20.00	22.00	26.00
HW Rock Coring	foot	50.00	55.00	60.00	70.00	80.00	90.00
Casing – 3 inch	foot	10.00	13.00	16.00	21.00	22.00	28.00
Casing – 4 inch	foot	12.00	14.00	18.00	22.00	26.00	32.00
Additional Split Spoon Samples	each	47.00	57.00	80.00	100.00	120.00	150.00
Undisturbed Samples	each	200.00	220.00	260.00	320.00	380.00	450.00
Borehole Grouting	foot	6.00	8.00	10.00	13.00	15.00	16.00

Laboratory Services

Unit Weight	each	\$50.00	Unconfined Compression – Soil	each	\$225.00
Natural Moisture Content	each	17.00	Unconfined Compression – Rock	each	150.00
Grain Size Analysis	each	72.00	Splitting Tensile – Rock	each	175.00
Percent Fines	each	48.00	Permeability	each	320.00
Hydrometer Analysis	each	140.00	Permeability with Backpressure Saturation	each	450.00
Organic Content	each	50.00	Corrosion Series	each	238.00
Atterberg Limits (Plastic & Liquid Limits)	each	125.00	Bitumen Extraction	each	100.00
Specific Gravity	each	85.00	Aggregate Gradation	each	60.00
Limerock Bearing Ratio	each	360.00	UU Triaxial Shear Strength (Q)	each	500.00
Consolidation with Rebound (12 loads)	each	620.00	CU Triaxial Shear Strength (R)	each	550.00
Consolidation Additional Loads	each	90.00	CD Triaxial Shear Strength (S)	each	650.00
Consolidation Extended Loads	each	150.00	Pocket Penetrometer/Torvane Shear Strength	each	26.00

2021 Environmental Field and Laboratory Testing Fee Schedule

Drilling/Equipment Rates					
Item	Unit	Cost	Item	Unit	Cost
Direct Push/Truck Drill Rig Mobilization	each	\$500.00	Well Completion (flush mount)	each	\$250.00
Mudbug Drill Rig Mobilization	each	700.00	Well Completion (aboveground)	each	350.00
Track Drill Rig Mobilization	each	4,000.00	Well Development	hour	110.00
Direct Push Rig	day	1,500.00	Drill Rig and Crew (2 person)	hour	220.00
Direct Push Well Materials	foot	30.00	Equipment Decontamination	hour	110.00
Temporary Piezometer	foot	30.00	Steam Cleaner	Day	150.00
Two-inch Monitoring Well - conventional rig (0-50 ft)	foot	35.00	Concrete Saw	Day	75.00
Two-inch Monitoring Well - conventional rig (50-100 ft)	foot	45.00	Concrete Coring Machine	Day	150.00
Expendable Sampling Equipment	day	65.00	Ground Penetrating Radar Survey	hour	400.00
Expendable Point	each	15.00	Surcharge for Night/Weekend Work	lump sum	50%

Soil/Sediment/Surface Water/Groundwater Sampling Equipment					
Hand Auger Boring	foot	\$12.00	Organic Vapor Analyzer	day	\$160.00
Core Sampler	day	10.00	Multi-Parameter Water Quality	day	150.00
Dredge, Sediment Sampler	day	30.00	Turbidity Meter	day	50.00
Decontamination Station (hand sampling)	day	20.00	Dissolved Oxygen Meter	day	50.00
Support Truck	day	150.00	Photoionization Detector	day	160.00
Support Boat	day	200.00	pH meter w/Calibration Kit	day	50.00
Peristaltic Pump	day	50.00	Poly Sample Tubing	foot	1.50
Submersible Pump w/Variable Speed Controller	day	200.00	Silicon Pump Tubing (Peristaltic)	foot	3.50
Centrifugal Pump	day	75.00	Flow-Through Filtration	each	30.00
100 ft Water Level Meter	day	40.00	Miscellaneous Supplies	day	65.00
100 ft Oil/Water Interface Probe	day	100.00			

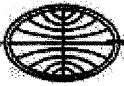
Miscellaneous Field Equipment					
Survey Equipment (Level and Rod)	day	\$50.00	GPS Unit	day	\$100.00

Laboratory Services					
RCRA 8 Metals (Water)	each	\$125.00	RCRA 8 Metals (Soil)	each	\$125.00
Herbicide/Pesticide Group (Water)	each	450.00	Herbicide/Pesticide Group (Soil)	each	450.00
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

2021 Construction Services Field and Laboratory Testing Fee Schedule

Field Services		
<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Fresh concrete, grout and mortar sampling testing	hour	\$60.00
Rebound Hammer Testing	hour	65.00
Windsor Probe Test	each	50.00
Paint Thickness Testing	hour	65.00
In-Place Density Tests (Minimum 4 per trip)	each	28.00
Soil-Cement Sampling	hour	60.00
Pavement Cores (without MOT)	each	150.00
Minimum Trip Charge	trip	112.00
Coring Equipment Charge	trip	150.00
Surcharge for Night (5 pm to 7 am)/Weekend Work	lump sum	50%

Laboratory Services		
Proctor Compaction Test	each	\$125.00
Limerock Bearing Ratio	each	350.00
Florida Bearing Value	each	60.00
Asphalt Content FM 5-563	each	100.00
Asphalt Gradation	each	75.00
Core Bulk Specific Gravity	each	40.00
Soil Grain Size Analysis	each	70.00
Percent Fines Content	each	40.00
Atterberg Limits	each	110.00
Organic Content	each	50.00
Moisture Content	each	15.00
Corrosion Series	each	200.00
Compressive Strength Testing		
Concrete Cylinders	set of 4	80.00
Soil Cement Specimens	set of 3	90.00
Grout Prisms	set of 4	90.00
Mortar Cubes	set of 3	90.00
Concrete Cylinder (Client Supplied)	each	20.00
Lightweight Insulating Concrete Unit Weight	each	25.00

**City of Kissimmee****Geodata Consultants, Inc.
Basis of Rate Calculations**

<u>SUR Chief Surveyor</u>	<u>Loaded Burdened Billing Rate</u>
H. Paul deVivero, PLS Randy J. Holland, P.L.S.	\$167.11
<u>SUR Senior Surveyor</u> Christopher Leftakis	\$191.79
<u>SUR Surveyor</u> Sean Pearce	\$114.19
<u>SUR Survey/GIS/SUE Analyst 3 (Senior)</u> Patrick McAnally Robert Smith	\$93.31
<u>SUR Secretary/Clerical</u> Teri A. Beck	\$76.59
<u>SUR Party Chief</u> Jason Washuta Paul Bowker William De La Garza Timothy Englert Jaret Auld	\$83.00
<u>SUR Survey Technician 3</u> Douglas Kumm Steven Wyland Jon Englert Jason Pratt Michael Mayfield	\$51.25
<u>SUR Survey Technician 2</u> Joshua Gonzalez Morgan De La Garza Sineca Griffin Brandon Auld	\$37.60



**Geodata
Basis of Rate**

<u>Survey Crew Rates</u>	<u>Loaded Burdened Billing Rate</u>
<u>4 Man Survey Crew</u>	
SUR Party Chief	
SUR Survey Technician 3	
SUR Survey Technician 3	
SUR Survey Technician 2	
	\$223.10
<u>3 Man Survey Crew</u>	
SUR Party Chief	
SUR Survey Technician 3	
SUR Survey Technician 2	
	\$171.85
<u>2 Man Survey Crew</u>	
SUR Party Chief	
SUR Survey Technician 3	
	\$134.25

Miller Legg		
Description	Staff	Rate
Principal Landscape Architect	Michael Kroll, RLA	\$ 245.00
Senior Landscape Architect	Brian Shore, RLA	\$ 185.00
Project Landscape Architect	Miguel Juncal, RLA CA	\$ 135.00
Senior Landscape Designer	Nelson Perez	\$ 120.00
Landscape Designer	Michael Bradley	\$ 100.00
Senior Biologist / Certified Arborist	William Mohler, CA	\$ 150.00

ORGANIZATIONAL CHART



PROJECT PRINCIPAL

Boyd Jenkins, PE (BCC)



PROJECT MANAGER

Jeff Messenger, PE (BCC)



QUALITY ASSURANCE

Joseph Rojas, PE (BCC)



DEPUTY PROJECT MANAGER

Roy Monk, PE (BCC)

ROADWAY DESIGN/ PEDESTRIAN AND BICYCLE PATHS

Roy Monk, PE (BCC)
Julie Tom, PE (BCC)
Phani Gubbala, PE (BCC)

TRAFFIC ENGINEERING STUDIES AND PERMITTING

Lorin Brissett, PE (BCC)
Revanth Katta, PE, PTOE (BCC)

TRANSPORTATION MODELING AND ANALYSIS

Sung-Ryong-Han (BCC)
Danyu Shi, ACIP (BCC)

DRAINAGE/ STORMWATER MODELING

Jairo Rodriguez, PE (BCC)
Ravindra Dyal, PE (BCC)

SIGNALIZATION/ITS

Erik Spillmann, PE (BCC)
Jerry Woods, PE (BCC)

ENVIRONMENTAL PERMITTING

Craig S. Stout, PWS (ESA)
Julie Sullivan (ESA)

CONSTRUCTION ENGINEERING AND INSPECTION

Martin Ryan, PE (BCC)

LIGHTING

Erik Spillmann, PE (BCC)
Douglas Akinola (BCC)

MISCELLANEOUS STRUCTURES

Lourdes Rapp, PE (BCC)
Juan Valenzuela, PE (FBT)

UTILITIES

Ricardo Duran (BCC)

Support Services

SURVEYING AND MAPPING

Christopher Leftakis, PSM (GEO)
Richard D. Brown, PSM (JSI)

GEOTECHNICAL AND CONTAMINATION

Craig G. Ballock, PE (GEC)
Richard McCormick, PG (GEC)

LANDSCAPE ARCHITECTURE

Brian Shore, RLA (MLA)
Douglas Dierlich, RLA (MLA)

TEAM

BCC BCC Engineering, LLC
ESA Environmental Science Associates
FBT Florida Bridge & Transportation, Inc.
GEC Geotechnical and Environmental Consultants, Inc.
JSI Johnston's Surveying, Inc.
GEO Geodata Consultants, Inc.
MLA Miller Legg & Associates, Inc.



**SECOND RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND BCC ENGINEERING, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS SECOND RENEWAL of the Agreement is made this 2nd day of ^{July} 2024,
by and between **BCC ENGINEERING, LLC** located at 6401 SW 87 Ave., Suite 200, Miami, FL 33173,
hereinafter known as “DESIGN ENGINEER,” and the **CITY OF KISSIMMEE**, a Florida municipal
corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the
“CITY.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 “Continuing Contract for Engineering Services”
and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the CITY and BCC ENGINEERING,
LLC on July 6, 2021, hereinafter referred to as the “Original Agreement” and attached hereto as Exhibit
“1”; and

WHEREAS, the Parties entered into a First Renewal Agreement on ^{July 18, 2023}, and such Agreement
expires on July 06, 2024; and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER
effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the Parties now mutually desire to extend the Original Agreement for an additional
year as per provided.

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 DESIGN ENGINEER agree to the terms and conditions of the Original Agreement
dated July 6, 2021.
3. **TERM.** The CITY and DESIGN ENGINEER agree to exercise the second one-year renewal period
provided under Section 1 (“Term”) of the Original Agreement, extending the terms and conditions
effective there of to July 6, 2024, and extending until July 6, 2025.
4. **SCOPE OF WORK.** The Scope of Work attached as an exhibit in the Original Agreement is
hereby rescinded and replaced in its entirety with Exhibit “A”, attached hereto and incorporated
herein by reference.
5. **Effective Date.** The effective date of this Second Renewal of the Agreement between the **CITY** and
BCC ENGINEERING, LLC is July 6, 2024.

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.

BCC ENGINEERING, LLC

By: Anthony Jorge

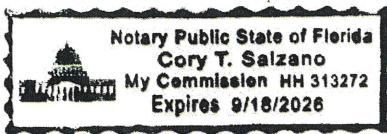
Title: Senior Vice President

Date: 6/20/2024

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 20 day of JUNE, 2024, by means of ☒ physical presence or ☐ online notarization by Anthony Jorge as Senior Vice President for BCC Engineering, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]
Print Name: Cory T. Salzano
My Commission Expires: 09/18/2026

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 “2”
NEW PRICE RATES

CERTIFIED WAGE RATE FORM

Consultant Name: BCC Engineering, LLC

Continuing Contract for Consulting Engineering Services

RFQ 2021-003 (Updated for 2025)

<u>Job Classification</u>	<u>Personnel</u>	<u>Current Hourly Rate</u>	<u>Loaded Rate</u>
Project Principal	Craig Bostic	\$ 118.70	\$ 367.97
	Average Hourly Rate	\$ 118.70	\$ 367.97
Project Manager	Nick Potolsky	\$ 98.56	\$ 305.54
	Average Hourly Rate	\$ 98.56	\$ 305.54
Chief Engineer	Alex George	\$ 100.39	\$ 311.21
	Average Hourly Rate	\$ 100.39	\$ 311.21
Senior Engineer	Erik Spillmann	\$ 94.04	\$ 291.52
	Georges El-Gharib	\$ 91.19	\$ 282.69
	Average Hourly Rate	\$ 92.62	\$ 287.11
Project Engineer	Kyle Eudene	\$ 71.32	\$ 221.09
	Phani Gubbala	\$ 62.10	\$ 192.51
	Lorin Brissett	\$ 79.16	\$ 245.40
	Revanth Katta	\$ 60.39	\$ 187.21
	Zhimin Li	\$ 59.12	\$ 183.27
	Ravindra Dyal	\$ 62.50	\$ 193.75
	Clayton Lee	\$ 79.18	\$ 245.46
	Lourdes Rapp	\$ 71.27	\$ 220.94
	Average Hourly Rate	\$ 68.13	\$ 211.20
Engineer Intern	David Ruis	\$ 41.62	\$ 129.02
	Tamara Casimir	\$ 39.37	\$ 122.05
	Average Hourly Rate	\$ 40.50	\$ 125.53
Senior Planner	SungRyong Han	\$ 81.69	\$ 253.24
	Average Hourly Rate	\$ 81.69	\$ 253.24
Planner	Danyu Shi	\$ 54.90	\$ 170.19
	Average Hourly Rate	\$ 54.90	\$ 170.19
Designer	Gerron McIntosh	\$ 41.20	\$ 127.72
	Soujanya Kanjarla	\$ 35.34	\$ 109.55
	Douglas Akinola	\$ 43.33	\$ 134.32
	Average Hourly Rate	\$ 39.96	\$ 123.87
Senior Utility Coordinator	Ricardo Duran	\$ 62.70	\$ 194.37
	Average Hourly Rate	\$ 62.70	\$ 194.37



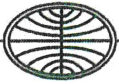
Florida Bridge and Transportation, Inc.
Structural Engineers

Proposed Staff form

(Required Format)

Consultant Name: Florida Bridge and Transportation, Inc.

FDOT Standard Job Classifications	Personnel	Current Hourly Rate	% of Emp. Used	Yrs. of Exp. (Post Req. If Appl.)	License #	Date Issued
Chief Designer	Name and Work Description/Duties: Structural CADD Support					
	Bryan Williams	\$ 61.00	50	26	NA	NA
	Cheryl McConnell	\$ 61.00	50	36	NA	NA
	AVERAGE HOURLY RATE = \$ 61.00					
Chief Engineer 1	Name and Work Description/Duties: Structural Design					
	Joshua Davis	\$92.15	50	21	69079	01/29/2009
	Juan Valenzuela	\$100.00	50	22	68208	7/25/2008
	AVERAGE HOURLY RATE = \$96.08					
Chief Engineer 2	Name and Work Description/Duties: Structural Design					
	Mark Niedermann	\$ 109.00	50	36	45957	8/12/1992
	Michael Hebert	\$ 106.00	50	31	50596	8/1/1996
	AVERAGE HOURLY RATE = \$107.50					
Engineer 1	Name and Work Descriptions/Duties: Structural Design					
	Albert Bauman	\$52.25	50	4	98409	03/11/2024
	Daniel Neidrauer	\$ 60.00	50	8	96771	07/06/2023
	AVERAGE HOURLY RATE = \$ 56.13					
Engineer 2	Name and Work Descriptions/Duties: Structural Design					
	David Bancroft	\$ 65.75	100	10	84443	1/9/2018
	AVERAGE HOURLY RATE= \$65.75					
Engineering Intern	Name and Work Descriptions/Duties: Structural Design					
	Dominique Hales	\$ 45.50	100	2	1100026587	3/23/2023
	AVERAGE HOURLY RATE = \$ 45.50					
Engineering Technician	Name and Work Descriptions/Duties: Structural Design					
	Jermaine Lewis	\$ 38.75	100	2		
	AVERAGE HOURLY RATE = \$38.75					
Senior Engineer 1	Name and Work Description/Duties: Structural Design					
	Edward Severino	\$87.50	50	21	68139	6/19/2008
	Samrat De	\$86.55	50	24	67661	2/4/2008
	AVERAGE HOURLY RATE = \$ 87.03					



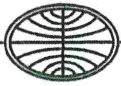
1349 S. International Parkway • Suite 2401
Lake Mary, Florida 32746

(407) 732-6965
Fax: (407) 878-0841

City of Kissimmee

Geodata Consultants, Inc.
Basis of Rate Calculations

	Loaded Burdened Billing Rate
<u>SUR Chief Surveyor</u> John Campbell, P.S.M	\$184.96
<u>SUR Senior Surveyor</u> Christopher Leftakis	\$216.67
<u>SUR Survey/GIS/SUE Analyst 3 (Senior)</u> Jason Washuta Patrick McAnally Robert Smith	\$110.09
<u>SUR Survey/GIS/SUE Analyst 1 (Junior)</u> Joshua Gonzalez	\$73.98
<u>SUR Secretarial/Clerical</u> Teri A. Beck	\$89.84
<u>SUR Party Chief</u> William De La Garza Paul Bowker William Dyer Ian Skinner Sam Orem Timothy Englert	\$96.44
<u>SUR Instrument Person</u> Douglas Kumm Steven Wyland Jon Englert Robert Hancock Michael Mayfield Morgan De La Garza Alan Scott Position Open at this time Brandon Auld Robert Campbell	\$67.38
<u>SUR Survey Rod Person</u> Position Open at this time	\$52.85



**Geodata
Basis of Rate**

Survey Crew Rates

**Loaded Burdened
Billing Rate**

4 Man Survey Crew

SUR Party Chief
SUR Instrument Person
SUR Survey Rod Person
SUR Survey Rod Person

\$269.51

3 Man Survey Crew

SUR Party Chief
SUR Instrument Person
SUR Survey Rod Person

\$216.67

2 Man Survey Crew

SUR Party Chief
SUR Instrument Person

\$163.82

Miller Legg		
Description	Staff	Rate
Principal Landscape Architect	Michael Kroll, RLA	\$ 245.00
Senior Landscape Architect	Brian Shore, RLA	\$ 185.00
Project Landscape Architect	Miguel Juncal, RLA CA	\$ 135.00
	Michael Bradley, RLA	
Senior Landscape Designer	Nelson Perez	\$ 120.00
Landscape Designer	Jessica Romer	\$ 100.00
Senior Biologist / Certified Arborist	William Mohler, CA	\$ 150.00

**THIRD RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND BURGESS & NIPLE, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS THIRD RENEWAL of the Agreement for Professional Services is made this ____ day of _____ 2025, *nunc pro tunc* to July 6, 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 **BURGESS & NIPLE, INC.**, located at 330 Rush Alley, Suite 700, Columbus, Ohio 43215, hereinafter known as “DESIGN ENGINEER.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 and received responses through a competitive selection process in accordance with the Consultants’ Competitive Negotiation Act, Florida Statutes section 287.055; and

WHEREAS, on July 06, 2021, the City of Kissimmee and Burgess & Niple, Inc. entered into an Agreement for Professional Engineering Services (the “Original Agreement”); and

WHEREAS, on July 18, 2023, 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, on July 02, 2024, the Parties executed a Second Renewal to the Agreement to exercise the option to renew the Agreement for an additional twelve (12) month period (hereinafter referred to as “Second Renewal”); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional and final (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 Third Renewal, the CITY and DESIGN ENGINEER agree to the terms and conditions of the First Renewal dated July 18, 2023, the Second Renewal dated July 02, 2024. and Original Agreement dated July 06, 2021, incorporated herein by reference and attached hereto as **Exhibit “A”**.
3. **TERM.** The CITY and DESIGN ENGINEER agree to exercise the third and final one (1) year renewal provided under Article 1 (“General”), sub-section 1.7 of the Original Agreement, extending the terms and conditions therein for an additional year.
4. **Effective Date.** The effective date of this Third Renewal of the Agreement between CITY and BURGESS & NIPLE, INC. is July 06, 2025.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Third Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

BURGESS & NIPLE, INC.

By: [Signature]

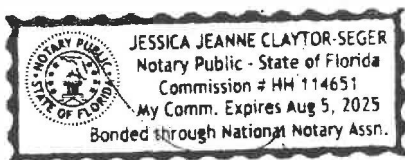
Title: Executive Vice President

Date: June 23, 2025

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 23 day of June, 2025, by means of ☒ physical presence or ☐ online notarization by Scott Perfater as Executive Vice President for Burgess & Niple, Inc., a corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]
Print Name: Jessica Jeanne Claytor-Seger
My Commission Expires: August 5, 2025

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 & SECOND RENEWALS &
ORIGINAL AGREEMENT**

**FIRST RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND BURGESS & NIPLE, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS FIRST RENEWAL of the Agreement is made this 18th day of July 2023, by and between **BURGESS & NIPLE, INC.**, located at 1800 Pembroke Drive, Suite 265, Orlando, FL 32810, hereinafter known as “DESIGN ENGINEER,” and the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the “CITY.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 “Continuing Contract for Engineering Services”, and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Burgess & Niple, Inc. on July 6, 2021 and such Agreement expired on July 6, 2023 (the “Original Agreement”); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional year.

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 DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as Exhibit “1.”
- 3. Term.** The CITY and DESIGN ENGINEER agree to exercise the first one-year renewal period provided under Section 1 (“Term”) of the Original Agreement, extending the terms and conditions thereof to July 6, 2023 to July 6, 2024, *nunc pro tunc*.
- 4. Effective Date.** The effective date of this First Renewal of the Agreement between the City of Kissimmee and **BURGESS & NIPLE, INC.** is July 6, 2023, *nunc pro tunc*.

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.

BURGESS & NIPLE, INC.

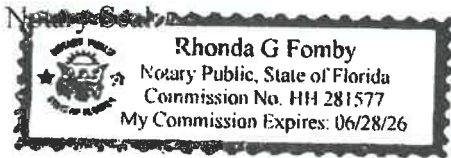
By: 

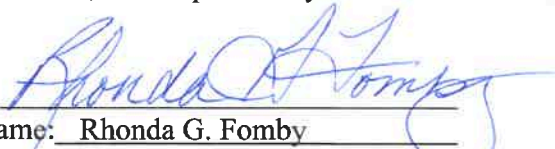
Title: Scott D. Perfater, PE, Executive Vice President

Date: June 29, 2023

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 29th day of June, 2023, by means of ☐ physical presence or ☒ online notarization by Scott D. Perfater as Exec. Vice President for Burgess & Niple, Inc., a Florida corporation, who is personally known to me or has produced identification.



Notary: 
Print Name: Rhonda G. Fomby
My Commission Expires: June 28, 2026

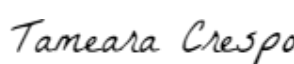
CITY OF KISSIMMEE

By:  for
Olga Gonzalez, Mayor-Commissioner

Date: July 19, 2023



ATTEST:

 for
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

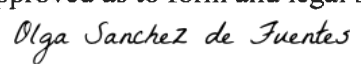

Olga Sanchez de Fuentes, City Attorney

Exhibit “1”

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND BURGESS & NIPLE, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **BURGESS & NIPLE, INC.** whose address is 1800 Pembroke Drive, Suite 265, Orlando, Florida 32810, hereinafter "**DESIGN ENGINEER**" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "**ASSIGNMENT**"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 **BURGESS & NIPLE, INC.** is qualified to provide the services and desires to award a continuing services contract to **DESIGN 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 **DESIGN 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 **DESIGN ENGINEER**, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the **DESIGN 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 **DESIGN ENGINEER** desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 **DESIGN ENGINEER** acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the **DESIGN ENGINEER** may be necessary from time to time for the successful completion of the Assignments. The **DESIGN ENGINEER** agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER's services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN

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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

BURGESS & NIPLE, INC.

1800 Pembroke Drive, Suite 265

Orlando, Florida 32810

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the

DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the

DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

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

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

The DESIGN ENGINEER 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 DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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 DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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 DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant

sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN 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.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 Time is of the essence of this Agreement.

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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 DESIGN 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.

Signature page to follow

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

BURGESS & NIPLE, INC.

By: 
Scott D. Perfater, PE

Title: Executive Vice President

Date: May 19, 2021

STATE OF ~~FLORIDA~~ OHIO)
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me this 19th day of May, 2021,
by Scott D. Perfater, as Executive Vice President of Burgess & Niple, Inc. ~~XXXX~~ a ~~Florida~~ corporation, who is
personally known to me or has produced identification.

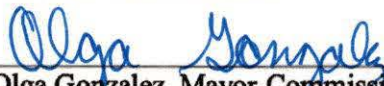
Notary Seal: Karen B. Anderson
Notary: 



KAREN B. ANDERSON
Notary Public
State of Ohio
My Comm. Expires
May 4, 2023

Print Name: Karen B. Anderson
My Commission Expires: May 4, 2023

CITY OF KISSIMMEE


Olga Gonzalez, Mayor-Commissioner

Attest


Linda Hansell, City Clerk

Approved as to form and legality

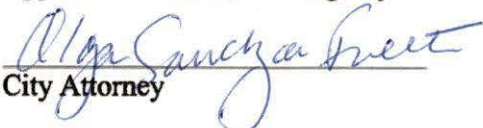

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:		
DATE:	AMENDMENT:		
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.			
Previous Contract Total Dollars:	\$		
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +		
NET CONTRACT TOTAL DOLLARS:			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Accepted By: _____ (signature) Title/Position: _____ PW Director: _____ (signature) Approved as to Form and Legality: _____ (signature) </td> <td style="width: 50%; vertical-align: top;"> Requested By: _____ (signature) Approved By: _____ (signature) City Commission Approval Date: _____ </td> </tr> </table>		Accepted By: _____ (signature) Title/Position: _____ PW Director: _____ (signature) Approved as to Form and Legality: _____ (signature)	Requested By: _____ (signature) Approved By: _____ (signature) City Commission Approval Date: _____
Accepted By: _____ (signature) Title/Position: _____ PW Director: _____ (signature) Approved as to Form and Legality: _____ (signature)	Requested By: _____ (signature) Approved By: _____ (signature) City Commission Approval Date: _____		

EXHIBIT C
HOURLY RATE SCHEDULE

KISSIMMEE, FLORIDA
RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE
BURGESS & NIPLE, INC.
MAY 2021

Staff Classification	Hourly Billing Rate
Principal	\$328.54
Chief Engineer	\$273.24
Project Manager	\$185.49
Senior Roadway Engineer	\$237.38
Senior Drainage Engineer	\$260.50
Senior Bridge Engineer	\$272.16
Senior Traffic Engineer	\$250.34
Roadway Engineer	\$152.93
Drainage Engineer	\$176.04
Bridge Engineer	\$240.84
Traffic Engineer	\$169.13
Engineer Intern	\$130.57
Chief Designer	\$240.08
Senior Designer	\$185.54
Administrative/Secretary	\$107.68

KISSIMMEE, FLORIDA

**RFP 2021-003 CONTINUING ENGINEERING SERVICES
 HOURLY RATE SCHEDULE**

ECHO UES, Inc.

MAY 2021

Staff Classification	Hourly Billing Rate
SUE Project Manager	\$190.31
Senior Surveyor	\$177.52
Project Surveyor	\$123.94
Utility Coordinator	\$118.62
CADD Technician	\$89.06
Secretary/Clerical	\$84.36
2 Person SUE Crew	\$195.32
3 Person SUE Crew	\$237.22
2 Person Survey Crew	\$153.71
3 Person Survey Crew	\$189.02
4 Person Survey Crew	\$231.79

KISSIMMEE, FLORIDA
RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.
MAY 2021

Staff Classification	Hourly Billing Rate
Principal Engineer	\$300.00
Chief Engineer	\$300.00
Senior Engineer	\$250.00
Project Engineer	\$150.00
Senior Scientist	\$200.00
Project Scientist	\$150.00
Engineer Intern	\$120.00
Scientist	\$120.00
Construction Services Project Manager	\$150.00
Student Intern	\$ 80.00
Senior Engineering Technician	\$110.00
Engineering Technician	\$ 70.00
CADD/GIS Specialist	\$150.00
Draftsman	\$100.00
Contract Coordinator	\$120.00
Secretary	\$ 80.00



Field Services

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Truck Rig Mobilization	each	\$600.00	Drill Rig and Crew – Truck/Mud Bug (2 person)	hour	\$220.00
Mud Bug Rig Mobilization	each	900.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	hour	300.00
CPT Rig Mobilization	each	1,200.00	Drill Rig and Crew – Track/Barge (3 person)	hour	450.00
Track Rig Mobilization	each	4,000.00	Field Permeability (0 – 10 ft) – Truck	each	420.00
Barge/Amphibious Mobilization - Crane	each	15,000.00	Field Permeability (10 – 25 ft) – Truck	each	500.00
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
Support Boat Mobilization	each	550.00	Pavement Cores (no MOT w/base check)	each	250.00
Support Truck	day	160.00	Pavement Cores (no MOT w/o base check)	each	200.00
Support Boat	day	200.00	Roadway Pavement Cores (day with MOT)	each	350.00
Support Airboat	day	500.00	Roadway Pavement Cores (night with MOT)	each	400.00
Coring Machine	day	150.00	MOT Portable Safety Signs	day	50.00
GPS Unit	day	100.00	MOT Channelization Cones (each)	day	6.00
Soil Survey/Coring Crew (2 person)	hour	180.00	MOT Attenuator Truck	day	600.00
Soil Survey/Coring Crew (3 person)	hour	250.00	MOT Arrow Board	day	50.00
Ground Penetrating Radar/RoadScan	hour	400.00	MOT Traffic Control Officer	hour	75.00
Chainsaw	day	65.00	Surcharge for Night/Weekend Work	lump sum	50%
Temporary Piezometer	foot	35.00	Clearing Equipment	day	2,000.00

Drill Rig Unit Rates

Unit Rate Multipliers: Truck = Rate x 1.00, Mud Bug = Rate x 1.25 and Track/Barge = Rate x 1.50

		<u>0 - 50</u>	<u>50 - 100</u>	<u>100 - 150</u>	<u>150 - 200</u>	<u>200 - 250</u>	<u>250 - 300</u>
SPT Borings	foot	\$17.00	\$20.00	\$30.00	\$40.00	\$55.00	\$65.00
Auger/Rotary Wash Borings	foot	12.00	15.00	18.00	24.00	29.00	40.00
CPT Soundings	foot	15.00	16.00	18.00	20.00	22.00	26.00
HW Rock Coring	foot	50.00	55.00	60.00	70.00	80.00	90.00
Casing – 3 inch	foot	10.00	13.00	16.00	21.00	22.00	28.00
Casing – 4 inch	foot	12.00	14.00	18.00	22.00	26.00	32.00
Additional Split Spoon Samples	each	47.00	57.00	80.00	100.00	120.00	150.00
Undisturbed Samples	each	200.00	220.00	260.00	320.00	380.00	450.00
Borehole Grouting	foot	6.00	8.00	10.00	13.00	15.00	16.00

Laboratory Services

Unit Weight	each	\$50.00	Unconfined Compression – Soil	each	\$225.00
Natural Moisture Content	each	17.00	Unconfined Compression – Rock	each	150.00
Grain Size Analysis	each	72.00	Splitting Tensile – Rock	each	175.00
Percent Fines	each	48.00	Permeability	each	320.00
Hydrometer Analysis	each	140.00	Permeability with Backpressure Saturation	each	450.00
Organic Content	each	50.00	Corrosion Series	each	238.00
Atterberg Limits (Plastic & Liquid Limits)	each	125.00	Bitumen Extraction	each	100.00
Specific Gravity	each	85.00	Aggregate Gradation	each	60.00
Limerock Bearing Ratio	each	360.00	UU Triaxial Shear Strength (Q)	each	500.00
Consolidation with Rebound (12 loads)	each	620.00	CU Triaxial Shear Strength (R)	each	550.00
Consolidation Additional Loads	each	90.00	CD Triaxial Shear Strength (S)	each	650.00
Consolidation Extended Loads	each	150.00	Pocket Penetrometer/Torvane Shear Strength	each	26.00



**Geotechnical and
Environmental
Consultants, Inc.**

2021 Environmental Field and Laboratory Testing Fee Schedule

Drilling/Equipment Rates

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Direct Push/Truck Drill Rig Mobilization	each	\$500.00	Well Completion (flush mount)	each	\$250.00
Mudbug Drill Rig Mobilization	each	700.00	Well Completion (aboveground)	each	350.00
Track Drill Rig Mobilization	each	4,000.00	Well Development	hour	110.00
Direct Push Rig	day	1,500.00	Drill Rig and Crew (2 person)	hour	220.00
Direct Push Well Materials	foot	30.00	Equipment Decontamination	hour	110.00
Temporary Piezometer	foot	30.00	Steam Cleaner	Day	150.00
Two-inch Monitoring Well - conventional rig (0-50 ft)	foot	35.00	Concrete Saw	Day	75.00
Two-inch Monitoring Well - conventional rig (50-100 ft)	foot	45.00	Concrete Coring Machine	Day	150.00
Expendable Sampling Equipment	day	65.00	Ground Penetrating Radar Survey	hour	400.00
Expendable Point	each	15.00	Surcharge for Night/Weekend Work	lump sum	50%

Soil/Sediment/Surface Water/Groundwater Sampling Equipment

Hand Auger Boring	foot	\$12.00	Organic Vapor Analyzer	day	\$160.00
Core Sampler	day	10.00	Multi-Parameter Water Quality	day	150.00
Dredge, Sediment Sampler	day	30.00	Turbidity Meter	day	50.00
Decontamination Station (hand sampling)	day	20.00	Dissolved Oxygen Meter	day	50.00
Support Truck	day	150.00	Photoionization Detector	day	160.00
Support Boat	day	200.00	pH meter w/Calibration Kit	day	50.00
Peristaltic Pump	day	50.00	Poly Sample Tubing	foot	1.50
Submersible Pump w/Variable Speed Controller	day	200.00	Silicon Pump Tubing (Peristaltic)	foot	3.50
Centrifugal Pump	day	75.00	Flow-Through Filtration	each	30.00
100 ft Water Level Meter	day	40.00	Miscellaneous Supplies	day	65.00
100 ft Oil/Water Interface Probe	day	100.00			

Miscellaneous Field Equipment

Survey Equipment (Level and Rod)	day	\$50.00	GPS Unit	day	\$100.00
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Laboratory Services

RCRA 8 Metals (Water)	each	\$125.00	RCRA 8 Metals (Soil)	each	\$125.00
Herbicide/Pesticide Group (Water)	each	450.00	Herbicide/Pesticide Group (Soil)	each	450.00
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

2021 Construction Services Field and Laboratory Testing Fee Schedule

Field Services		
<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Fresh concrete, grout and mortar sampling testing	hour	\$60.00
Rebound Hammer Testing	hour	65.00
Windsor Probe Test	each	50.00
Paint Thickness Testing	hour	65.00
In-Place Density Tests (Minimum 4 per trip)	each	28.00
Soil-Cement Sampling	hour	60.00
Pavement Cores (without MOT)	each	150.00
Minimum Trip Charge	trip	112.00
Coring Equipment Charge	trip	150.00
Surcharge for Night (5 pm to 7 am)/Weekend Work	lump sum	50%

Laboratory Services		
Proctor Compaction Test	each	\$125.00
Limerock Bearing Ratio	each	350.00
Florida Bearing Value	each	60.00
Asphalt Content FM 5-563	each	100.00
Asphalt Gradation	each	75.00
Core Bulk Specific Gravity	each	40.00
Soil Grain Size Analysis	each	70.00
Percent Fines Content	each	40.00
Atterberg Limits	each	110.00
Organic Content	each	50.00
Moisture Content	each	15.00
Corrosion Series	each	200.00
Compressive Strength Testing		
Concrete Cylinders	set of 4	80.00
Soil Cement Specimens	set of 3	90.00
Grout Prisms	set of 4	90.00
Mortar Cubes	set of 3	90.00
Concrete Cylinder (Client Supplied)	each	20.00
Lightweight Insulating Concrete Unit Weight	each	25.00

KISSIMMEE, FLORIDA
RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE
JOHNSTON'S SURVEYING, INC.
MAY 2021

Staff Classification	Hourly Billing Rate
Principal Surveyor (PSM)	\$180
CADD Surveyor (PSM)	\$150
CADD Surveyor	\$130
Field Crew (3-man)	\$200
Field Crew (2-man)	\$160
Field Crew (1-man w/truck-PSM)	\$130
Field Crew (1-man – GPS)	\$110
Secretarial Services	\$60

KISSIMMEE, FLORIDA
RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE

PSA Constructors, Inc. dba PSA Management, Inc.

MAY 2021

Staff Classification	Hourly Billing Rate
Senior Inspector	\$182
Project Manager	\$210
Engineering Support Management	\$302.40

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 DESIGN 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 DESIGN ENGINEER.

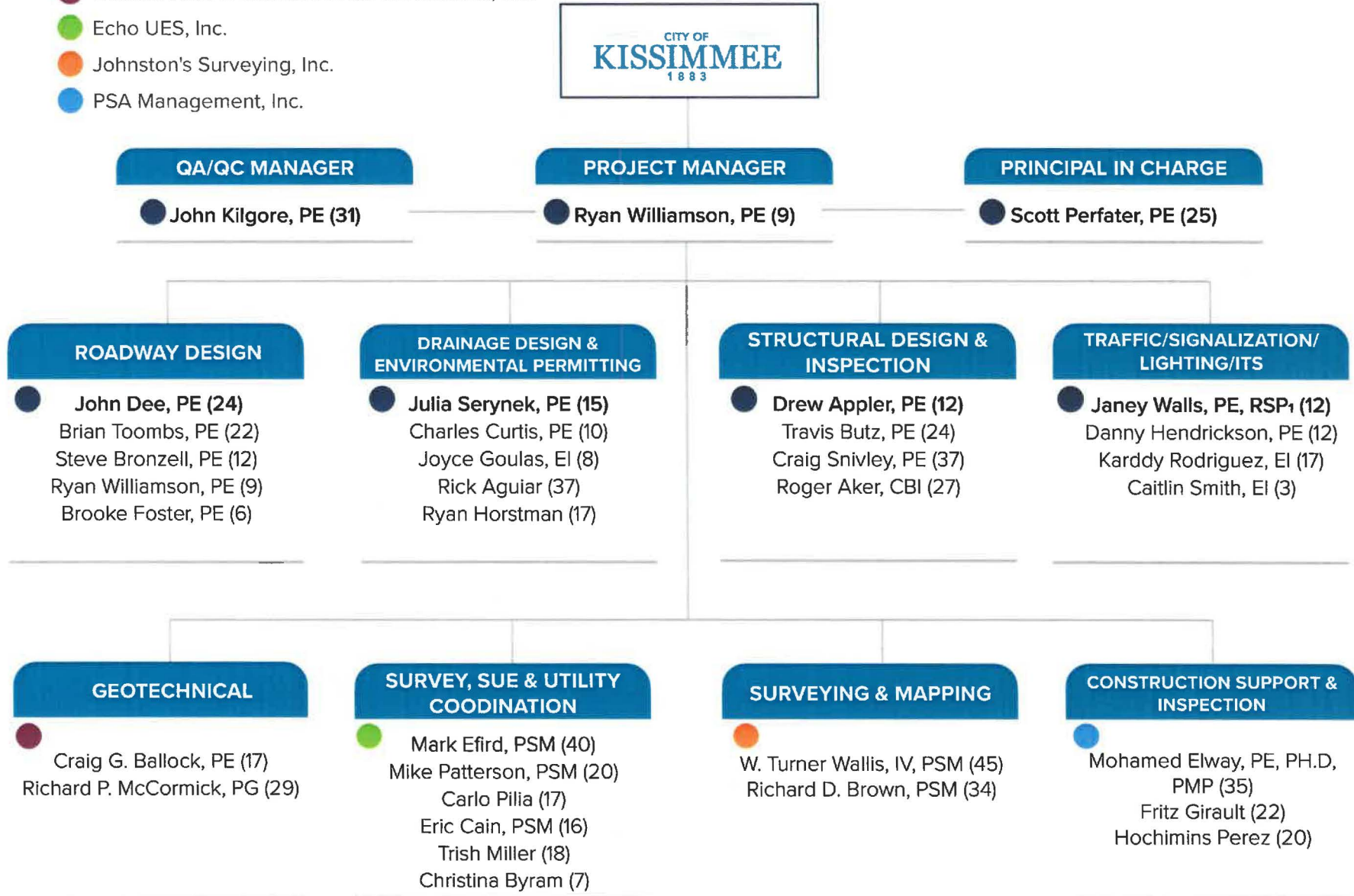
6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

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
PROJECT STAFFING CHART

Team Member Key

- Burgess & Niple, Inc.
- Geotechnical & Environmental Consultants, Inc.
- Echo UES, Inc.
- Johnston's Surveying, Inc.
- PSA Management, Inc.



**SECOND RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND BURGESS AND NIPLE, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS SECOND RENEWAL of the Agreement is made this 2nd day of July 2024, by and between **BURGESS AND NIPLE, INC.** located at 5085 Reed Road, Columbus, OH 43220, hereinafter known as “DESIGN ENGINEER,” and the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter known as the “CITY.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 “Continuing Contract for Engineering Services”, and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the CITY and BURGESS AND NIPLE, INC. on July 6, 2021, hereinafter referred to as the “Original Agreement” and attached hereto as Exhibit “1”; and

WHEREAS, the Parties entered into a First Renewal Agreement on _____, and such Agreement expires on July 06, 2024; and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the Parties now mutually desire to extend the Original Agreement for an additional year as per provided.

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 DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021.
- 3. TERM.** The CITY and DESIGN ENGINEER agree to exercise the second one-year renewal period provided under Section 1 (“Term”) of the Original Agreement, extending the terms and conditions effective there of to July 6, 2024, and extending until July 6, 2025.
- 4. SCOPE OF WORK.** The Scope of Work attached as an exhibit in the Original Agreement is hereby rescinded and replaced in its entirety with Exhibit “A”, attached hereto and incorporated herein by reference.
- 5. Effective Date.** The effective date of this Second Renewal of the Agreement between the CITY and BURGESS AND NIPLE, INC. is July 6, 2024.

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.

BURGESS AND NIPLE INC

By: [Signature]

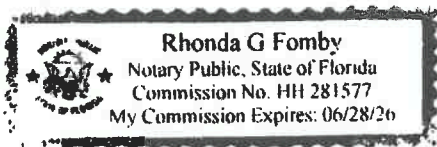
Title: Executive Vice President

Date: June 20, 2024

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20th day of June, 2024, by means of ☐ physical presence or ☒ online notarization by SCOTT PERFATER as EXEC. VICE PRESIDENT for BURGESS AND NIPLE, INC., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]
Print Name: RHONDA G FOMBY
My Commission Expires: June 28, 2026

CITY OF KISSIMMEE

By: Olga Castano for
Olga Gonzalez, Mayor-Commissioner

Date: Jul 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 1
ORIGINAL AGREEMENT

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND BURGESS & NIPLE, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **BURGESS & NIPLE, INC.** whose address is 1800 Pembroke Drive, Suite 265, Orlando, Florida 32810, hereinafter "**DESIGN ENGINEER**" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "**ASSIGNMENT**"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 **BURGESS & NIPLE, INC.** is qualified to provide the services and desires to award a continuing services contract to **DESIGN 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 **DESIGN 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 **DESIGN ENGINEER**, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the **DESIGN 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 **DESIGN ENGINEER** desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 **DESIGN ENGINEER** acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the **DESIGN ENGINEER** may be necessary from time to time for the successful completion of the Assignments. The **DESIGN ENGINEER** agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER'S services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN

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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

BURGESS & NIPLE, INC.

1800 Pembroke Drive, Suite 265

Orlando, Florida 32810

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the

DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the

DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

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

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

The DESIGN ENGINEER 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 DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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 DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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 DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant

sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN 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.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 Time is of the essence of this Agreement.

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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 DESIGN 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.

Signature page to follow

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

BURGESS & NIPLE, INC.

By: 
Scott D. Perfater, PE

Title: Executive Vice President

Date: May 19, 2021

STATE OF ~~FLORIDA~~ OHIO)
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me this 19th day of May, 2021,
by Scott D. Perfater, as Executive Vice President of Burgess & Niple, Inc. ~~XXXX~~ a ~~Florida~~ corporation, who is
personally known to me or has produced identification.

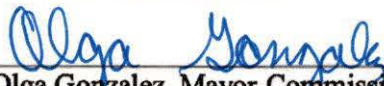
Notary Seal: Karen B. Anderson
Notary: _____



KAREN B. ANDERSON
Notary Public
State of Ohio
My Comm. Expires
May 4, 2023

Print Name: Karen B. Anderson
My Commission Expires: May 4, 2023

CITY OF KISSIMMEE


Olga Gonzalez, Mayor-Commissioner

Attest


Linda Hansell, City Clerk

Approved as to form and legality

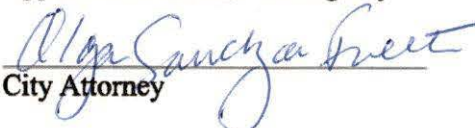

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM		Work Order/ ADDENDUM #:
DATE:		AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.		
Previous Contract Total Dollars:		\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):		☐ +
NET CONTRACT TOTAL DOLLARS:		\$
Accepted By: _____ (signature) Title/Position: _____ PW Director: _____ (signature) Approved as to Form and Legality: _____ (signature)		
Requested By: _____ (signature) Approved By: _____ (signature) City Commission Approval Date: _____		

EXHIBIT C
HOURLY RATE SCHEDULE

KISSIMMEE, FLORIDA
RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE
BURGESS & NIPLE, INC.
MAY 2021

Staff Classification	Hourly Billing Rate
Principal	\$328.54
Chief Engineer	\$273.24
Project Manager	\$185.49
Senior Roadway Engineer	\$237.38
Senior Drainage Engineer	\$260.50
Senior Bridge Engineer	\$272.16
Senior Traffic Engineer	\$250.34
Roadway Engineer	\$152.93
Drainage Engineer	\$176.04
Bridge Engineer	\$240.84
Traffic Engineer	\$169.13
Engineer Intern	\$130.57
Chief Designer	\$240.08
Senior Designer	\$185.54
Administrative/Secretary	\$107.68

KISSIMMEE, FLORIDA

**RFP 2021-003 CONTINUING ENGINEERING SERVICES
 HOURLY RATE SCHEDULE**

ECHO UES, Inc.

MAY 2021

Staff Classification	Hourly Billing Rate
SUE Project Manager	\$190.31
Senior Surveyor	\$177.52
Project Surveyor	\$123.94
Utility Coordinator	\$118.62
CADD Technician	\$89.06
Secretary/Clerical	\$84.36
2 Person SUE Crew	\$195.32
3 Person SUE Crew	\$237.22
2 Person Survey Crew	\$153.71
3 Person Survey Crew	\$189.02
4 Person Survey Crew	\$231.79

KISSIMMEE, FLORIDA
RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.
MAY 2021

Staff Classification	Hourly Billing Rate
Principal Engineer	\$300.00
Chief Engineer	\$300.00
Senior Engineer	\$250.00
Project Engineer	\$150.00
Senior Scientist	\$200.00
Project Scientist	\$150.00
Engineer Intern	\$120.00
Scientist	\$120.00
Construction Services Project Manager	\$150.00
Student Intern	\$ 80.00
Senior Engineering Technician	\$110.00
Engineering Technician	\$ 70.00
CADD/GIS Specialist	\$150.00
Draftsman	\$100.00
Contract Coordinator	\$120.00
Secretary	\$ 80.00



Field Services

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Truck Rig Mobilization	each	\$600.00	Drill Rig and Crew – Truck/Mud Bug (2 person)	hour	\$220.00
Mud Bug Rig Mobilization	each	900.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	hour	300.00
CPT Rig Mobilization	each	1,200.00	Drill Rig and Crew – Track/Barge (3 person)	hour	450.00
Track Rig Mobilization	each	4,000.00	Field Permeability (0 – 10 ft) – Truck	each	420.00
Barge/Amphibious Mobilization - Crane	each	15,000.00	Field Permeability (10 – 25 ft) – Truck	each	500.00
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
Support Boat Mobilization	each	550.00	Pavement Cores (no MOT w/base check)	each	250.00
Support Truck	day	160.00	Pavement Cores (no MOT w/o base check)	each	200.00
Support Boat	day	200.00	Roadway Pavement Cores (day with MOT)	each	350.00
Support Airboat	day	500.00	Roadway Pavement Cores (night with MOT)	each	400.00
Coring Machine	day	150.00	MOT Portable Safety Signs	day	50.00
GPS Unit	day	100.00	MOT Channelization Cones (each)	day	6.00
Soil Survey/Coring Crew (2 person)	hour	180.00	MOT Attenuator Truck	day	600.00
Soil Survey/Coring Crew (3 person)	hour	250.00	MOT Arrow Board	day	50.00
Ground Penetrating Radar/RoadScan	hour	400.00	MOT Traffic Control Officer	hour	75.00
Chainsaw	day	65.00	Surcharge for Night/Weekend Work	lump sum	50%
Temporary Piezometer	foot	35.00	Clearing Equipment	day	2,000.00

Drill Rig Unit Rates

Unit Rate Multipliers: Truck = Rate x 1.00, Mud Bug = Rate x 1.25 and Track/Barge = Rate x 1.50

		<u>0 - 50</u>	<u>50 - 100</u>	<u>100 - 150</u>	<u>150 - 200</u>	<u>200 - 250</u>	<u>250 - 300</u>
SPT Borings	foot	\$17.00	\$20.00	\$30.00	\$40.00	\$55.00	\$65.00
Auger/Rotary Wash Borings	foot	12.00	15.00	18.00	24.00	29.00	40.00
CPT Soundings	foot	15.00	16.00	18.00	20.00	22.00	26.00
HW Rock Coring	foot	50.00	55.00	60.00	70.00	80.00	90.00
Casing – 3 inch	foot	10.00	13.00	16.00	21.00	22.00	28.00
Casing – 4 inch	foot	12.00	14.00	18.00	22.00	26.00	32.00
Additional Split Spoon Samples	each	47.00	57.00	80.00	100.00	120.00	150.00
Undisturbed Samples	each	200.00	220.00	260.00	320.00	380.00	450.00
Borehole Grouting	foot	6.00	8.00	10.00	13.00	15.00	16.00

Laboratory Services

Unit Weight	each	\$50.00	Unconfined Compression – Soil	each	\$225.00
Natural Moisture Content	each	17.00	Unconfined Compression – Rock	each	150.00
Grain Size Analysis	each	72.00	Splitting Tensile – Rock	each	175.00
Percent Fines	each	48.00	Permeability	each	320.00
Hydrometer Analysis	each	140.00	Permeability with Backpressure Saturation	each	450.00
Organic Content	each	50.00	Corrosion Series	each	238.00
Atterberg Limits (Plastic & Liquid Limits)	each	125.00	Bitumen Extraction	each	100.00
Specific Gravity	each	85.00	Aggregate Gradation	each	60.00
Limerock Bearing Ratio	each	360.00	UU Triaxial Shear Strength (Q)	each	500.00
Consolidation with Rebound (12 loads)	each	620.00	CU Triaxial Shear Strength (R)	each	550.00
Consolidation Additional Loads	each	90.00	CD Triaxial Shear Strength (S)	each	650.00
Consolidation Extended Loads	each	150.00	Pocket Penetrometer/Torvane Shear Strength	each	26.00

2021 Environmental Field and Laboratory Testing Fee Schedule

Drilling/Equipment Rates

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Direct Push/Truck Drill Rig Mobilization	each	\$500.00	Well Completion (flush mount)	each	\$250.00
Mudbug Drill Rig Mobilization	each	700.00	Well Completion (aboveground)	each	350.00
Track Drill Rig Mobilization	each	4,000.00	Well Development	hour	110.00
Direct Push Rig	day	1,500.00	Drill Rig and Crew (2 person)	hour	220.00
Direct Push Well Materials	foot	30.00	Equipment Decontamination	hour	110.00
Temporary Piezometer	foot	30.00	Steam Cleaner	Day	150.00
Two-inch Monitoring Well - conventional rig (0-50 ft)	foot	35.00	Concrete Saw	Day	75.00
Two-inch Monitoring Well - conventional rig (50-100 ft)	foot	45.00	Concrete Coring Machine	Day	150.00
Expendable Sampling Equipment	day	65.00	Ground Penetrating Radar Survey	hour	400.00
Expendable Point	each	15.00	Surcharge for Night/Weekend Work	lump sum	50%

Soil/Sediment/Surface Water/Groundwater Sampling Equipment

Hand Auger Boring	foot	\$12.00	Organic Vapor Analyzer	day	\$160.00
Core Sampler	day	10.00	Multi-Parameter Water Quality	day	150.00
Dredge, Sediment Sampler	day	30.00	Turbidity Meter	day	50.00
Decontamination Station (hand sampling)	day	20.00	Dissolved Oxygen Meter	day	50.00
Support Truck	day	150.00	Photoionization Detector	day	160.00
Support Boat	day	200.00	pH meter w/Calibration Kit	day	50.00
Peristaltic Pump	day	50.00	Poly Sample Tubing	foot	1.50
Submersible Pump w/Variable Speed Controller	day	200.00	Silicon Pump Tubing (Peristaltic)	foot	3.50
Centrifugal Pump	day	75.00	Flow-Through Filtration	each	30.00
100 ft Water Level Meter	day	40.00	Miscellaneous Supplies	day	65.00
100 ft Oil/Water Interface Probe	day	100.00			

Miscellaneous Field Equipment

Survey Equipment (Level and Rod)	day	\$50.00	GPS Unit	day	\$100.00
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Laboratory Services

RCRA 8 Metals (Water)	each	\$125.00	RCRA 8 Metals (Soil)	each	\$125.00
Herbicide/Pesticide Group (Water)	each	450.00	Herbicide/Pesticide Group (Soil)	each	450.00
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

2021 Construction Services Field and Laboratory Testing Fee Schedule

Field Services		
<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Fresh concrete, grout and mortar sampling testing	hour	\$60.00
Rebound Hammer Testing	hour	65.00
Windsor Probe Test	each	50.00
Paint Thickness Testing	hour	65.00
In-Place Density Tests (Minimum 4 per trip)	each	28.00
Soil-Cement Sampling	hour	60.00
Pavement Cores (without MOT)	each	150.00
Minimum Trip Charge	trip	112.00
Coring Equipment Charge	trip	150.00
Surcharge for Night (5 pm to 7 am)/Weekend Work	lump sum	50%

Laboratory Services		
Proctor Compaction Test	each	\$125.00
Limerock Bearing Ratio	each	350.00
Florida Bearing Value	each	60.00
Asphalt Content FM 5-563	each	100.00
Asphalt Gradation	each	75.00
Core Bulk Specific Gravity	each	40.00
Soil Grain Size Analysis	each	70.00
Percent Fines Content	each	40.00
Atterberg Limits	each	110.00
Organic Content	each	50.00
Moisture Content	each	15.00
Corrosion Series	each	200.00
Compressive Strength Testing		
Concrete Cylinders	set of 4	80.00
Soil Cement Specimens	set of 3	90.00
Grout Prisms	set of 4	90.00
Mortar Cubes	set of 3	90.00
Concrete Cylinder (Client Supplied)	each	20.00
Lightweight Insulating Concrete Unit Weight	each	25.00

KISSIMMEE, FLORIDA
RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE
JOHNSTON'S SURVEYING, INC.
MAY 2021

Staff Classification	Hourly Billing Rate
Principal Surveyor (PSM)	\$180
CADD Surveyor (PSM)	\$150
CADD Surveyor	\$130
Field Crew (3-man)	\$200
Field Crew (2-man)	\$160
Field Crew (1-man w/truck-PSM)	\$130
Field Crew (1-man – GPS)	\$110
Secretarial Services	\$60

KISSIMMEE, FLORIDA
RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE

PSA Constructors, Inc. dba PSA Management, Inc.

MAY 2021

Staff Classification	Hourly Billing Rate
Senior Inspector	\$182
Project Manager	\$210
Engineering Support Management	\$302.40

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 DESIGN 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 DESIGN 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
PROJECT STAFFING CHART

Team Member Key

- Burgess & Niple, Inc.
- Geotechnical & Environmental Consultants, Inc.
- Echo UES, Inc.
- Johnston's Surveying, Inc.
- PSA Management, Inc.

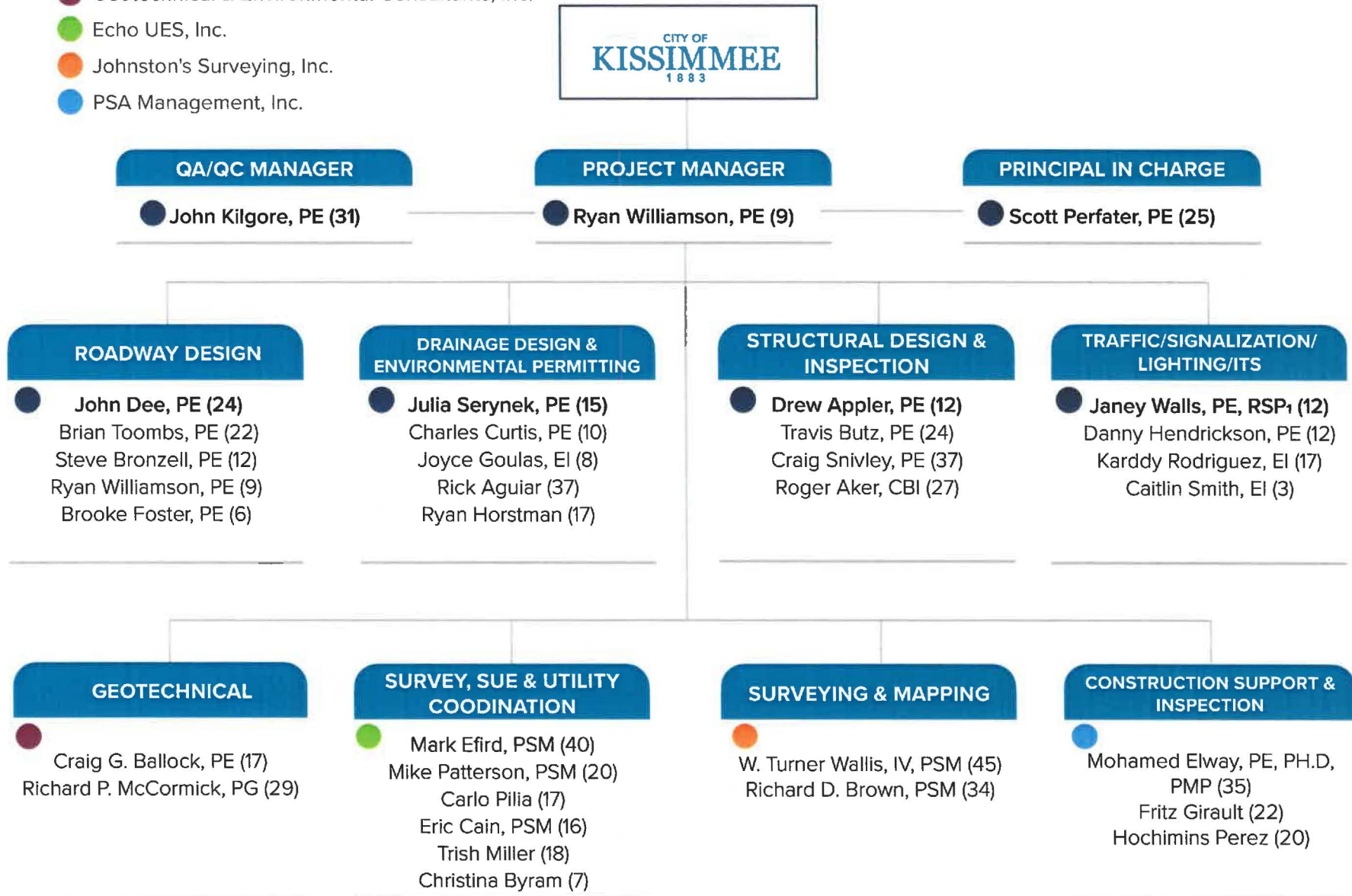


EXHIBIT A
NEW SCOPE OF WORK

EXHIBIT A NEW SCOPE OF WORK

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND BURGESS & NIPLE, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **BURGESS & NIPLE, INC.** whose address is 1800 Pembroke Drive, Suite 265, Orlando, Florida 32810, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 **BURGESS & NIPLE, INC.** is qualified to provide the services and desires to award a continuing services contract to DESIGN 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 DESIGN 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 DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN 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 DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER's services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN

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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

BURGESS & NIPLE, INC.

1800 Pembroke Drive, Suite 265

Orlando, Florida 32810

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the

DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the

DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

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

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

The DESIGN ENGINEER 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 DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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 DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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 DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant

sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN 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.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 Time is of the essence of this Agreement.

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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 DESIGN 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.

Signature page to follow

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

BURGESS & NIPLE, INC.

By: 
Scott D. Perfater, PE

Title: Executive Vice President

Date: May 19, 2021

STATE OF ~~FLORIDA~~ OHIO)
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me this 19th day of May, 2021,
by Scott D. Perfater, as Executive Vice President of Burgess & Niple, Inc. ~~XXXX~~ a ~~Florida~~ corporation, who is
personally known to me or has produced identification.

Notary Seal: Karen B. Anderson
Notary: 



KAREN B ANDERSON
Notary Public
State of Ohio
My Comm. Expires
May 4, 2023

Print Name: Karen B. Anderson
My Commission Expires: May 4, 2023

CITY OF KISSIMMEE


Olga Gonzalez, Mayor-Commissioner

Attest


Linda Hansell, City Clerk

Approved as to form and legality


City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.	
Previous Contract Total Dollars:	\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	
\$	

Accepted By: _____ (signature)	Requested By: _____ (signature)
Title/Position: _____	Approved By: _____ (signature)
PW Director: _____ (signature)	City Commission Approval Date: _____
Approved as to Form and Legality: _____ (signature)	

EXHIBIT C
HOURLY RATE SCHEDULE

KISSIMMEE, FLORIDA
RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE
BURGESS & NIPLE, INC.
MAY 2021

Staff Classification	Hourly Billing Rate
Principal	\$328.54
Chief Engineer	\$273.24
Project Manager	\$185.49
Senior Roadway Engineer	\$237.38
Senior Drainage Engineer	\$260.50
Senior Bridge Engineer	\$272.16
Senior Traffic Engineer	\$250.34
Roadway Engineer	\$152.93
Drainage Engineer	\$176.04
Bridge Engineer	\$240.84
Traffic Engineer	\$169.13
Engineer Intern	\$130.57
Chief Designer	\$240.08
Senior Designer	\$185.54
Administrative/Secretary	\$107.68

KISSIMMEE, FLORIDA

**RFP 2021-003 CONTINUING ENGINEERING SERVICES
 HOURLY RATE SCHEDULE**

ECHO UES, Inc.

MAY 2021

Staff Classification	Hourly Billing Rate
SUE Project Manager	\$190.31
Senior Surveyor	\$177.52
Project Surveyor	\$123.94
Utility Coordinator	\$118.62
CADD Technician	\$89.06
Secretary/Clerical	\$84.36
2 Person SUE Crew	\$195.32
3 Person SUE Crew	\$237.22
2 Person Survey Crew	\$153.71
3 Person Survey Crew	\$189.02
4 Person Survey Crew	\$231.79

KISSIMMEE, FLORIDA
RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.
MAY 2021

Staff Classification	Hourly Billing Rate
Principal Engineer	\$300.00
Chief Engineer	\$300.00
Senior Engineer	\$250.00
Project Engineer	\$150.00
Senior Scientist	\$200.00
Project Scientist	\$150.00
Engineer Intern	\$120.00
Scientist	\$120.00
Construction Services Project Manager	\$150.00
Student Intern	\$ 80.00
Senior Engineering Technician	\$110.00
Engineering Technician	\$ 70.00
CADD/GIS Specialist	\$150.00
Draftsman	\$100.00
Contract Coordinator	\$120.00
Secretary	\$ 80.00



Field Services

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Truck Rig Mobilization	each	\$600.00	Drill Rig and Crew – Truck/Mud Bug (2 person)	hour	\$220.00
Mud Bug Rig Mobilization	each	900.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	hour	300.00
CPT Rig Mobilization	each	1,200.00	Drill Rig and Crew – Track/Barge (3 person)	hour	450.00
Track Rig Mobilization	each	4,000.00	Field Permeability (0 – 10 ft) – Truck	each	420.00
Barge/Amphibious Mobilization - Crane	each	15,000.00	Field Permeability (10 – 25 ft) – Truck	each	500.00
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
Support Boat Mobilization	each	550.00	Pavement Cores (no MOT w/base check)	each	250.00
Support Truck	day	160.00	Pavement Cores (no MOT w/o base check)	each	200.00
Support Boat	day	200.00	Roadway Pavement Cores (day with MOT)	each	350.00
Support Airboat	day	500.00	Roadway Pavement Cores (night with MOT)	each	400.00
Coring Machine	day	150.00	MOT Portable Safety Signs	day	50.00
GPS Unit	day	100.00	MOT Channelization Cones (each)	day	6.00
Soil Survey/Coring Crew (2 person)	hour	180.00	MOT Attenuator Truck	day	600.00
Soil Survey/Coring Crew (3 person)	hour	250.00	MOT Arrow Board	day	50.00
Ground Penetrating Radar/RoadScan	hour	400.00	MOT Traffic Control Officer	hour	75.00
Chainsaw	day	65.00	Surcharge for Night/Weekend Work	lump sum	50%
Temporary Piezometer	foot	35.00	Clearing Equipment	day	2,000.00

Drill Rig Unit Rates

Unit Rate Multipliers: Truck = Rate x 1.00, Mud Bug = Rate x 1.25 and Track/Barge = Rate x 1.50

		<u>0 - 50</u>	<u>50 - 100</u>	<u>100 - 150</u>	<u>150 - 200</u>	<u>200 - 250</u>	<u>250 - 300</u>
SPT Borings	foot	\$17.00	\$20.00	\$30.00	\$40.00	\$55.00	\$65.00
Auger/Rotary Wash Borings	foot	12.00	15.00	18.00	24.00	29.00	40.00
CPT Soundings	foot	15.00	16.00	18.00	20.00	22.00	26.00
HW Rock Coring	foot	50.00	55.00	60.00	70.00	80.00	90.00
Casing – 3 inch	foot	10.00	13.00	16.00	21.00	22.00	28.00
Casing – 4 inch	foot	12.00	14.00	18.00	22.00	26.00	32.00
Additional Split Spoon Samples	each	47.00	57.00	80.00	100.00	120.00	150.00
Undisturbed Samples	each	200.00	220.00	260.00	320.00	380.00	450.00
Borehole Grouting	foot	6.00	8.00	10.00	13.00	15.00	16.00

Laboratory Services

Unit Weight	each	\$50.00	Unconfined Compression – Soil	each	\$225.00
Natural Moisture Content	each	17.00	Unconfined Compression – Rock	each	150.00
Grain Size Analysis	each	72.00	Splitting Tensile – Rock	each	175.00
Percent Fines	each	48.00	Permeability	each	320.00
Hydrometer Analysis	each	140.00	Permeability with Backpressure Saturation	each	450.00
Organic Content	each	50.00	Corrosion Series	each	238.00
Atterberg Limits (Plastic & Liquid Limits)	each	125.00	Bitumen Extraction	each	100.00
Specific Gravity	each	85.00	Aggregate Gradation	each	60.00
Limerock Bearing Ratio	each	360.00	UU Triaxial Shear Strength (Q)	each	500.00
Consolidation with Rebound (12 loads)	each	620.00	CU Triaxial Shear Strength (R)	each	550.00
Consolidation Additional Loads	each	90.00	CD Triaxial Shear Strength (S)	each	650.00
Consolidation Extended Loads	each	150.00	Pocket Penetrometer/Torvane Shear Strength	each	26.00



**Geotechnical and
Environmental
Consultants, Inc.**

2021 Environmental Field and Laboratory Testing Fee Schedule

Drilling/Equipment Rates

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Direct Push/Truck Drill Rig Mobilization	each	\$500.00	Well Completion (flush mount)	each	\$250.00
Mudbug Drill Rig Mobilization	each	700.00	Well Completion (aboveground)	each	350.00
Track Drill Rig Mobilization	each	4,000.00	Well Development	hour	110.00
Direct Push Rig	day	1,500.00	Drill Rig and Crew (2 person)	hour	220.00
Direct Push Well Materials	foot	30.00	Equipment Decontamination	hour	110.00
Temporary Piezometer	foot	30.00	Steam Cleaner	Day	150.00
Two-inch Monitoring Well - conventional rig (0-50 ft)	foot	35.00	Concrete Saw	Day	75.00
Two-inch Monitoring Well - conventional rig (50-100 ft)	foot	45.00	Concrete Coring Machine	Day	150.00
Expendable Sampling Equipment	day	65.00	Ground Penetrating Radar Survey	hour	400.00
Expendable Point	each	15.00	Surcharge for Night/Weekend Work	lump sum	50%

Soil/Sediment/Surface Water/Groundwater Sampling Equipment

Hand Auger Boring	foot	\$12.00	Organic Vapor Analyzer	day	\$160.00
Core Sampler	day	10.00	Multi-Parameter Water Quality	day	150.00
Dredge, Sediment Sampler	day	30.00	Turbidity Meter	day	50.00
Decontamination Station (hand sampling)	day	20.00	Dissolved Oxygen Meter	day	50.00
Support Truck	day	150.00	Photoionization Detector	day	160.00
Support Boat	day	200.00	pH meter w/Calibration Kit	day	50.00
Peristaltic Pump	day	50.00	Poly Sample Tubing	foot	1.50
Submersible Pump w/Variable Speed Controller	day	200.00	Silicon Pump Tubing (Peristaltic)	foot	3.50
Centrifugal Pump	day	75.00	Flow-Through Filtration	each	30.00
100 ft Water Level Meter	day	40.00	Miscellaneous Supplies	day	65.00
100 ft Oil/Water Interface Probe	day	100.00			

Miscellaneous Field Equipment

Survey Equipment (Level and Rod)	day	\$50.00	GPS Unit	day	\$100.00
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Laboratory Services

RCRA 8 Metals (Water)	each	\$125.00	RCRA 8 Metals (Soil)	each	\$125.00
Herbicide/Pesticide Group (Water)	each	450.00	Herbicide/Pesticide Group (Soil)	each	450.00
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

2021 Construction Services Field and Laboratory Testing Fee Schedule

Field Services		
<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Fresh concrete, grout and mortar sampling testing	hour	\$60.00
Rebound Hammer Testing	hour	65.00
Windsor Probe Test	each	50.00
Paint Thickness Testing	hour	65.00
In-Place Density Tests (Minimum 4 per trip)	each	28.00
Soil-Cement Sampling	hour	60.00
Pavement Cores (without MOT)	each	150.00
Minimum Trip Charge	trip	112.00
Coring Equipment Charge	trip	150.00
Surcharge for Night (5 pm to 7 am)/Weekend Work	lump sum	50%

Laboratory Services		
Proctor Compaction Test	each	\$125.00
Limerock Bearing Ratio	each	350.00
Florida Bearing Value	each	60.00
Asphalt Content FM 5-563	each	100.00
Asphalt Gradation	each	75.00
Core Bulk Specific Gravity	each	40.00
Soil Grain Size Analysis	each	70.00
Percent Fines Content	each	40.00
Atterberg Limits	each	110.00
Organic Content	each	50.00
Moisture Content	each	15.00
Corrosion Series	each	200.00
Compressive Strength Testing		
Concrete Cylinders	set of 4	80.00
Soil Cement Specimens	set of 3	90.00
Grout Prisms	set of 4	90.00
Mortar Cubes	set of 3	90.00
Concrete Cylinder (Client Supplied)	each	20.00
Lightweight Insulating Concrete Unit Weight	each	25.00

KISSIMMEE, FLORIDA
RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE
JOHNSTON'S SURVEYING, INC.
MAY 2021

Staff Classification	Hourly Billing Rate
Principal Surveyor (PSM)	\$180
CADD Surveyor (PSM)	\$150
CADD Surveyor	\$130
Field Crew (3-man)	\$200
Field Crew (2-man)	\$160
Field Crew (1-man w/truck-PSM)	\$130
Field Crew (1-man – GPS)	\$110
Secretarial Services	\$60

KISSIMMEE, FLORIDA
RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE

PSA Constructors, Inc. dba PSA Management, Inc.

MAY 2021

Staff Classification	Hourly Billing Rate
Senior Inspector	\$182
Project Manager	\$210
Engineering Support Management	\$302.40

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 DESIGN 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 DESIGN ENGINEER.

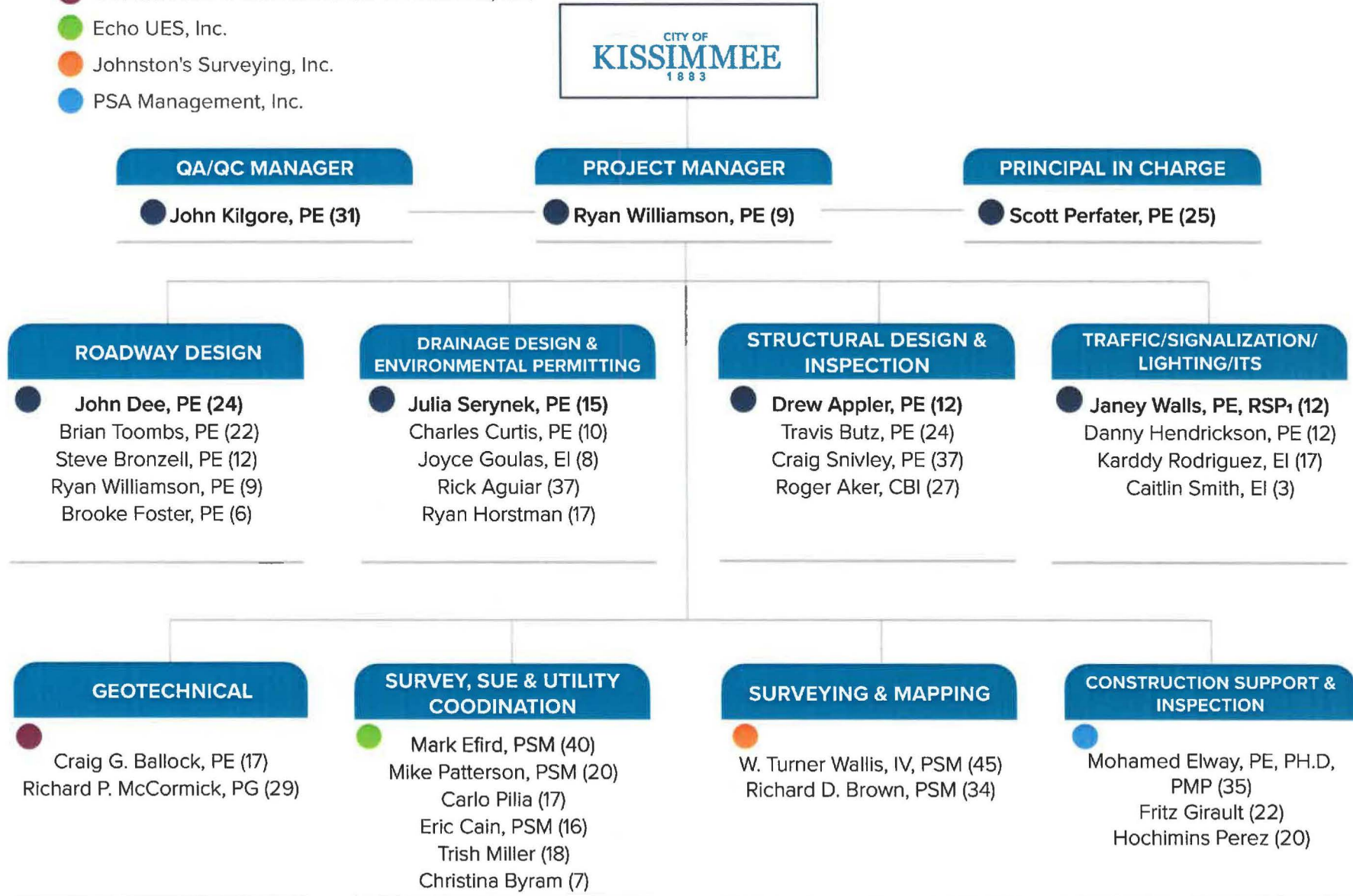
6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

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
PROJECT STAFFING CHART

Team Member Key

- Burgess & Niple, Inc.
- Geotechnical & Environmental Consultants, Inc.
- Echo UES, Inc.
- Johnston's Surveying, Inc.
- PSA Management, Inc.



**THIRD RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND METRO CONSULTING GROUP, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS THIRD RENEWAL of the Agreement for Professional Services is made this ____ day of _____ 2025, *nunc pro tunc* to July 6, 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 **METRO CONSULTING GROUP, LLC**, located at 341 North Maitland Ave., Suite 200, Maitland, FL 32751, hereinafter known as “DESIGN ENGINEER.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 and received responses through a competitive selection process in accordance with the Consultants’ Competitive Negotiation Act, Florida Statutes section 287.055; and

WHEREAS, on July 06, 2021, the City of Kissimmee and Metro Consulting Group, LLC entered into an Agreement for Professional Engineering Services (the “Original Agreement”); and

WHEREAS, on July 18, 2023, 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, on July 02, 2024, the Parties executed a Second Renewal to the Agreement to exercise the option to renew the Agreement for an additional twelve (12) month period (hereinafter referred to as “Second Renewal”); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional and final (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 Third Renewal, the CITY and DESIGN ENGINEER agree to the terms and conditions of the First Renewal dated July 18, 2023, the Second Renewal dated July 02, 2024. and Original Agreement dated July 06, 2021, incorporated herein by reference and attached hereto as **Exhibit “A”**.
- 3. TERM.** The CITY and DESIGN ENGINEER agree to exercise the third and final one (1) year renewal provided under Article 1 (“General”), sub-section 1.7 of the Original Agreement, extending the terms and conditions therein for an additional year.
- 4. Effective Date.** The effective date of this Third Renewal of the Agreement between CITY and **METRO CONSULTING GROUP, LLC** is July 06, 2025.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Third Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

METRO CONSULTING GROUP, LLC

By: Joseph D. Darbonne
Title: MANAGING MEMBER
Date: 6/23/25

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 23 day of June, 2025, by means of ☒ physical presence or ☐ online notarization by Joseph Darbonne as for Metro Consulting Group, LLC., a corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]
Print Name: Jason Lewin
My Commission Expires: Sep 12 2025

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 & SECOND RENEWALS &
ORIGINAL AGREEMENT**

**FIRST RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND METRO CONSULTING GROUP, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS FIRST RENEWAL of the Agreement is made this 18th day of July 2023, by and between **METRO CONSULTING GROUP, LLC**, located at 341 North Maitland Avenue, Suite 220, Maitland, FL 32751, hereinafter known as “DESIGN ENGINEER,” and the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the “CITY.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 “Continuing Contract for Engineering Services”, and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Metro Consulting Group, LLC on July 6, 2021 and such Agreement expired on July 6, 2023 (the “Original Agreement”); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional year.

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 DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as Exhibit “1.”
- 3. Term.** The CITY and DESIGN ENGINEER agree to exercise the first one-year renewal period provided under Section 1 (“Term”) of the Original Agreement, extending the terms and conditions thereof to July 6, 2023 to July 6, 2024, *nunc pro tunc*.
- 4. Effective Date.** The effective date of this First Renewal of the Agreement between the City of Kissimmee and **METRO CONSULTING GROUP, LLC** is July 6, 2023, *nunc pro tunc*.

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.

METRO CONSULTING GROUP, LLC

By: Joseph D. Darbonne *Joseph D Darbonne*

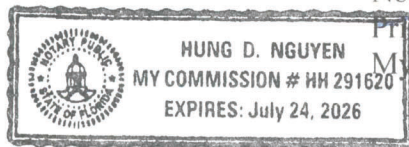
Title: Managing Member

Date: 6.30.2023

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 30th day of June, 2023, by means of ☒ physical presence or ☐ online notarization by Joseph D Darbonne as managing Member for Metro Consultig Group, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: *Hung Nguyen*
Print Name: Hung Nguyen
My Commission Expires: July 24, 2026

CITY OF KISSIMMEE

By: Angela Cady for
Olga Gonzalez, Mayor-Commissioner

Date: July 19, 2023



ATTEST:

Tameara Crespo for
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
Olga Sanchez de Fuentes, City Attorney

Exhibit “1”

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND METRO CONSULTING GROUP, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **METRO CONSULTING GROUP, LLC** whose address is 341 North Maitland Avenue, Suite 220, Maitland, FL 32751, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 METRO CONSULTING GROUP, LLC is qualified to provide the services and desires to award a continuing services contract to DESIGN 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 DESIGN 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 DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN 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 DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER'S services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN 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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

METRO CONSULTING GROUP, LLC
341 North Maitland Avenue, Suite 220
Maitland, FL 32751

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

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

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

The DESIGN ENGINEER 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 DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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 DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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

DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN 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.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 Time is of the essence of this Agreement.

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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 DESIGN 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.

Signature page to follow

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

METRO CONSULTING GROUP, LLC

By: Joseph D Darbonne

Title: Managing Member

Date: 5/18/2021

STATE OF FLORIDA)
COUNTY OF Orange)

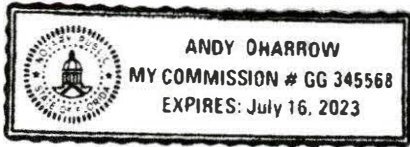
The foregoing instrument was acknowledged before me this 18 day of May, 2021,
by Joseph Darbonne, as Managing Member of Metro Consulting Group, Inc. a Florida corporation, who is
personally known to me or has produced identification.

Notary Seal:

Notary: Andy O'Harrow

Print Name: Andy O'Harrow

My Commission Expires: July 16, 2023



CITY OF KISSIMMEE

Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell
Linda Hansell, City Clerk

Approved as to form and legality

Olga Sanchez or Sweet
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.	
Previous Contract Total Dollars:	\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	□ +
NET CONTRACT TOTAL DOLLARS:	
\$	

Accepted By: _____ (signature)	Requested By: _____ (signature)
Title/Position: _____	Approved By: _____ (signature)
PW Director: _____ (signature)	City Commission Approval Date: _____
Approved as to Form and Legality: _____ (signature)	

EXHIBIT C
HOURLY RATE SCHEDULE

Contract Bill Rates for the METRO Team

AWK
Brindley Pieters
Drummond Carpenter
ECHO
METRO
Quigg
Singhofen
TMC
Wood



AWK CONSULTING ENGINEERS, INC.
City of Kissimmee RFQ2021-003
Fee Schedule

		Unit	Rate
FIELD EXPLORATION			
A.	Equipment Mobilization		
1.	Truck Drill Rig	each	\$ 600.00
2.	Mudbug Drill Rig	each	\$ 700.00
3.	Track Drill Rig	each	\$ 4,500.00
4.	Barge/Amphibious Drill Rig	each	\$ 13,000.00
5.	Tri-Pod Mobilization	each	\$ 2,500.00
6.	Remobilization - Truck/Mudbug	each	\$ 150.00
7.	Remobilization - Barge/Track	each	\$ 1,500.00
8.	Support Truck	day	\$ 155.00
9.	Support Boat	day	\$ 200.00
10.	Soil Survey/Coring Crew and Equipment	each	\$ 400.00
11.	Chainsaw	day	\$ 75.00
B.	SPT Borings		
1.	Truck/Mudbug		
i.	0 - 50 feet	LF	\$ 17.00
ii.	50 - 100 feet	LF	\$ 20.00
iii.	100 - 150 feet	LF	\$ 30.00
iv.	150 - 200 feet	LF	\$ 40.00
v.	200 - 250 feet	LF	\$ 55.00
2.	Barge/Track/Amphibious		
i.	0 - 50 feet	LF	\$ 25.50
ii.	50 - 100 feet	LF	\$ 30.00
iii.	100 - 150 feet	LF	\$ 45.00
iv.	150 - 200 feet	LF	\$ 60.00
v.	200 - 250 feet	LF	\$ 82.50
C.	Grouting		
1.	Truck/Mudbug		
i.	0 - 50 feet	LF	\$ 6.00
ii.	50 - 100 feet	LF	\$ 8.00
iii.	100 - 150 feet	LF	\$ 10.00
iv.	150 - 200 feet	LF	\$ 13.00
v.	200 - 250 feet	LF	\$ 15.00
2.	Barge/Track/Amphibious		
i.	0 - 50 feet	LF	\$ 9.00
ii.	50 - 100 feet	LF	\$ 12.00

		iii. 100 - 150 feet	LF	\$ 15.00
		iv. 150 - 200 feet	LF	\$ 19.50
		v. 200 - 250 feet	LF	\$ 22.50
D.	Casing - 3 inch			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	LF	\$ 10.00
		ii. 50 - 100 feet	LF	\$ 13.00
		iii. 100 - 150 feet	LF	\$ 16.00
		iv. 150 - 200 feet	LF	\$ 21.00
		v. 200 - 250 feet	LF	\$ 22.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	LF	\$ 15.00
		ii. 50 - 100 feet	LF	\$ 19.50
		iii. 100 - 150 feet	LF	\$ 24.00
		iv. 150 - 200 feet	LF	\$ 31.50
		v. 200 - 250 feet	LF	\$ 33.00
E.	Casing - 4 inch			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	LF	\$ 12.00
		ii. 50 - 100 feet	LF	\$ 14.00
		iii. 100 - 150 feet	LF	\$ 18.00
		iv. 150 - 200 feet	LF	\$ 22.00
		v. 200 - 250 feet	LF	\$ 26.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	LF	\$ 18.00
		ii. 50 - 100 feet	LF	\$ 21.00
		iii. 100 - 150 feet	LF	\$ 27.00
		iv. 150 - 200 feet	LF	\$ 33.00
		v. 200 - 250 feet	LF	\$ 39.00
F.	Temporary Piezometer			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	LF	\$ 30.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	LF	\$ 45.00
G.	Auger Borings (Hand, Truck)			
	1.	0 - 50 feet	LF	\$ 12.00
H.	Auger Borings (Mudbug)			
	1.	0 - 50 feet	LF	\$ 15.00
I.	Auger Borings (Track)			
	1.	0 - 50 feet	LF	\$ 18.00
J.	Field Permeability Test			
	1.	0 - 10 feet	each	\$ 400.00

	2.	10 - 25 feet	each	\$ 425.00
K.	Soil Survey/ Coring Crew			
	1.	Two Person Crew	hour	\$ 170.00
L.	2.	Three Person Crew	hour	\$ 225.00
M.	Drill Rig and Crew Time			
	1.	Truck/Mudbug		
		i. Two Person Crew	hour	\$ 225.00
		ii. Three Person Crew	hour	\$ 275.00
	2.	Barge/Track/Amphibious		
		i. Two Person Crew	hour	\$ 425.00
		ii. Three Person Crew	hour	\$ 450.00
N.	Drill Mud Contain/Disposal			
	1.	Drill Mud Contain/Disposal - Truck/Mudbug	each	\$ 200.00
	2.	Drill Mud Contain/Disposal - Barge/Track/Amphibious	each	\$ 400.00
O.	Shelby Tube/Thin-Walled Samples			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	each	\$ 200.00
		ii. 50 - 100 feet	each	\$ 220.00
		iii. 100 - 150 feet	each	\$ 250.00
		iv. 150 - 200 feet	each	\$ 315.00
		v. 200 - 250 feet	each	\$ 375.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	each	\$ 300.00
		ii. 50 - 100 feet	each	\$ 330.00
		iii. 100 - 150 feet	each	\$ 375.00
		iv. 150 - 200 feet	each	\$ 472.50
		v. 200 - 250 feet	each	\$ 560.00
P.	Reconnaissance/Utility Coordination			
	1.	Project Engineer	hour	\$ 150.00
	2.	Senior Engineering Technician	hour	\$ 100.00
Q.	Extra Split Spoon Samples			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	each	\$ 45.00
		ii. 50 - 100 feet	each	\$ 55.00
		iii. 100 - 150 feet	each	\$ 80.00
		iv. 150 - 200 feet	each	\$ 100.00
		v. 200 - 250 feet	each	\$ 120.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	each	\$ 67.50
		ii. 50 - 100 feet	each	\$ 82.50
		iii. 100 - 150 feet	each	\$ 120.00
		iv. 150 - 200 feet	each	\$ 150.00
		v. 200 - 250 feet	each	\$ 180.00

R.	Double Ring Infiltrometer (DRI)	each	\$ 600.00
S.	Field Vane Shear Test	each	\$ 475.00
T.	Pavement Cores (No MOT)	each	\$ 200.00
U.	Pavement Cores (w/ MOT)	each	\$ 350.00
V.	Pavement Cores (Night w/ MOT)	each	\$ 400.00
W.	Additional Core Barrels	each	\$ 600.00
X.	Maintenance of Traffic (MOT)		
	1. Signs & Cones	day	\$ 125.00
	2. Barricades	day	\$ 150.00
	3. Attenuator Truck	day	\$ 2,500.00
	4. Flashing Arrow Board	day	\$ 150.00
	5. MOT Officer and Vehicle	hr	\$ 75.00
	6. Light Tower	night	\$ 300.00
LABORATORY TESTING			
A.	Visual Examination Stratify		
	1. Senior Engineering Technician	hour	\$ 100.00
	2. Project Engineer	hour	\$ 150.00
B.	Natural Moisture	each	\$ 25.00
C.	Grain Size Analysis		
	1. Full Gradation	each	\$ 75.00
	2. Single Sieve	each	\$ 50.00
D.	Hydrometer	each	\$ 140.00
E.	Organic Content	each	\$ 55.00
F.	Atterberg Limits (Plastic Limit & Liquid Limit)	each	\$ 115.00
G.	Unit Weight	each	\$ 75.00
H.	Consolidation (12 Loads)	each	\$ 600.00
I.	Permeability		
	1. Granular	each	\$ 350.00
	2. Cohesive	each	\$ 400.00
J.	Corrosion Series (pH, Sulfate, Chloride, Resistivity)	each	\$ 240.00
K.	Triaxial Compression - Shear Strength		
	1. U.U. One cell pressure (Q)	point	\$ 500.00
	2. C.U. One cell pressure (R)	point	\$ 550.00
	3. C.D. One cell pressure (S)	point	\$ 650.00
L.	Unconfined Compression		
	1. Soil	Each	\$ 225.00
	2. Rock	Each	\$ 150.00
M.	Specific Gravity	Each	\$ 85.00
N.	Direct Shear	Each	\$ 300.00
O.	Shrinkage Factor	Each	\$ 70.00
P.	Swell Potential	Each	\$ 100.00

Q.	Splitting Tensile - Rock	Each	\$ 175.00
R.	Min./Max. Density	Each	\$ 110.00
S.	Limerock Bearing Ratio	Each	\$ 400.00
T.	Proctor (Standard or Modified)	Each	\$ 165.00
PROFESSIONAL SERVICES			
A.	Senior Engineer	Hour	\$ 225.00
B.	Project Engineer/Project Manager	Hour	\$ 150.00
C.	Engineer Intern	Hour	\$ 120.00
D.	Senior Engineering Technician	Hour	\$ 100.00
E.	Engineering Technician	Hour	\$ 70.00
F.	CADD/GIS Designer	Hour	\$ 145.00
G.	Clerical	Hour	\$ 80.00



Suite 180
2600 Maitland Center Parkway
Maitland, Florida 32751
407.830.8700 407.830.8877 Fax
www.bpa-engineers.com

May 21, 2021

Project
#RFQ2021-003 Continuing Contract for Consulting Engineering Services
City of Kissimmee

Staff	Classification	Loaded Hourly Rate
Randy Augat	Utilities Engineer/Designer	\$181.86
Patricia Dickerson	Senior Utility Coordinator	\$142.29
Justin Sorg	Utility Coordinator	\$91.19
Merissa Erickson	Utility Coordinator	\$71.34



RFQ 2021-003 Continuing Contract for Consulting Engineering Services

Drummond Carpenter, PLLC

Billable Rates and Multiplier

Position Category/Grade	Billable Rate
Engineer/Scientist (VII)/(VIII)	\$204.88
Engineer/Scientist (VI)	\$184.40
Engineer/Scientist (V)	\$155.95
Engineer/Scientist (IV)	\$116.18
Engineer/Scientist (III)	\$76.40
Engineer/Scientist (I)/(II)	\$69.15
Field Technician	\$66.13
Senior Designer	\$110.21
Clerical	\$65.11
Senior Graphics/Renderings	\$63.37

Chad Drummond, President
Name of Company Officer, Title

5/19/2021
Date

KISSIMMEE, FLORIDA

**RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE**

ECHO UES, Inc.

MAY 2021

Staff Classification	Hourly Billing Rate
SUE Project Manager	\$190.31
Senior Surveyor	\$177.52
Project Surveyor	\$123.94
Utility Coordinator	\$118.62
CADD Technician	\$89.06
Secretary/Clerical	\$84.36
2 Person SUE Crew	\$195.32
3 Person SUE Crew	\$237.22
2 Person Survey Crew	\$153.71
3 Person Survey Crew	\$189.02
4 Person Survey Crew	\$231.79

METRO RATES 2021

Staff	Role	Registration	Years	Bill Rate / Hour (2021)
Dwayne Darbonne, PE	Principal / Project Manager	PE	40	\$ 195.00
Bill Eggers, CWB, PWS	Environmental Scientist	CWS / PWS	25	\$ 135.00
Kim Elmer, PE	Sr. Project Engineer	PE	40	\$ 160.00
Anna Galbraith, EI	Project Engineer	EI	3	\$ 110.00
Jennifer Rosenberg, AICP	Transporation Planner	AICP	10	\$ 115.00
Heather Turner	Administration		10	\$ 50.00
Karina Veaudry, RLA	Landscape Architect	RLA	30	\$ 185.00

The rates in the table represent our bill rates, which are comprised of base salary, overhead and margin. We also have an audited expense percentage of 6.60% for reimbursable direct expenses.

Sincerely,



Joseph D. Darbonne, PE
Managing Principal

xc: Contract File



QUIGG ENGINEERING INC

6150 S. Florida Ave., Ste. 200 • Lakeland, FL 33813
Phone: 863-422-5517 • Fax: 863-422-7299
URL: www.quiggengineering.com

May 21, 2021

LOADED SALARY RATES FOR QUIGG ENGINEERING STAFF
CITY OF KISSIMMEE CONTINUING SERVICES CONTRACT

Employee	Title/Role	Loaded Hourly Rate
David Booher, PE	Project Manager, Structural	\$224.00
Surendra Gandhi, PE	Utility Engineer/Civil Engineer	\$137.00
David Holden	Senior Engineering Technician	\$130.00
Elaina Hilyard	Engineering Technician	\$62.00
Jason Stringer	Senior Engineering Technician	\$118.00
Jessica Barrow, EIT	Engineering Technician	\$84.00
Adam Bailey	Administrative Assistant	\$45.00

David Booher, PE
Project Manager

Singhofen & Associates, Inc.
Hourly Billing Rates
5/21/2021



Labor Category	Hourly Billing Rate
Registered Engineer IV	\$242.00
Professional Engineer III	\$229.00
Professional Engineer II	\$170.00
Professional Engineer I	\$136.00
Engineer / Scientist IV	\$145.00
Engineer / Scientist III	\$134.00
Engineer / Scientist II	\$127.00
Engineer / Scientist I	\$108.00
CADD / GIS Analyst IV	\$140.00
CADD / GIS Analyst III	\$134.00
CADD / GIS Analyst II	\$111.00
CADD / GIS Analyst I	\$84.00
Engineering Technician IV	\$93.00
Engineering Technician III	\$84.00
Engineering Technician II	\$81.00
Engineering Technician I	\$75.00
Administrative Assistant III	\$129.00
Administrative Assistant II	\$88.00
Administrative Assistant I	\$68.00



**CITY OF KISSIMMEE
CONTINUING CONTRACT FOR CONSULTING ENGINEERING SERVICES
RFQ 2021-003
TRAFFIC & MOBILITY CONSULTANTS LLC**

Fee Proposal

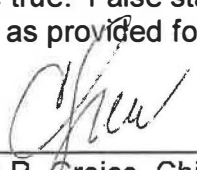
As requested, below is our information reflecting our overhead multipliers and personnel hourly rates. These rates as submitted will be used on this contract.

Direct Labor Rate	100.00%
Fringe + General Overhead Rate	170.16%
Subtotal	270.16%
Profit Margin (15%)	0.4052
Total Multiplier Rate	310.68%
Total Multiplier Rate	3.10

Individual Classification for Personnel Hourly Wage Rates

Classification	Raw Hourly Rate	Multiplier	Billable Hourly Rate
Principal-in-Charge	72.12	3.10	223.56
Senior Traffic Engineer	61.30	3.10	190.02
Model Lead	38.46	3.10	119.23
Engineer	36.06	3.10	111.78
Designer / Analyst	28.85	3.10	89.42
Technician / CADD	23.69	3.10	73.45
Administrative / Clerical	23.40	3.10	72.54

"Under the penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes."


Corrina R. Greico, Chief Financial Officer

May 20, 2021
Date



CITY OF KISSIMMEE
CONTINUING CONTRACT FOR CONSULTING ENGINEERING SERVICES
RFQ 2021-003
TRAFFIC & MOBILITY CONSULTANTS LLC

Direct Reimbursable Expenses

Reproduction:

B&W 8.5 X 11	\$0.05 / page
11 X 17	\$0.10 / page
Color 8.5 X 11	\$0.11 / page
11 X 17	\$0.22 / page
Bluelines/Blacklines	Actual Cost
Courier Services	Actual Cost
Overnight Delivery	Actual Cost
Postage	Actual Cost
Permits	Actual Cost



**CITY OF KISSIMMEE
CONTINUING CONTRACT FOR CONSULTING ENGINEERING SERVICES
RFQ 2021-003
TRAFFIC & MOBILITY CONSULTANTS LLC**

Scope of Services

Traffic & Mobility Consultants LLC shall provide professional services related to Traffic Engineering Studies, Modeling and QA/QC on a task work order basis as needed in support of this contract.



Wood Environment & Infrastructure Solutions, Inc.
550 Northlake Boulevard, Suite 1000
Altamonte Springs, Florida 32701
USA

T: 407.522.7570

City of Kissimmee RFQ2021-003
Continuing Contract for Consulting Engineering Services

Surveying and Mapping Services Hourly Rate Schedule

<u>Labor Category</u>	<u>Billable Rate</u>
Principal Surveyor	\$ 187.27
Surveyor and Mapper	\$ 144.48
Survey Technician (office)	\$ 92.11
Survey Technician I (field)	\$ 49.41
Survey Technician II (field)	\$ 59.06
Survey Technician III (field)	\$ 89.80
2-person crew	\$ 148.86
3-person crew	\$ 198.27
4-person crew	\$ 247.68
Administrative Support	\$ 62.32

Subsurface Utility Location Services

1-person designation crew	\$ 93.72
2- person designation crew	\$ 155.34
3-person designation crew	\$ 199.80
2-person VVH crew	\$ 180.41
3-person VVH crew	\$ 224.86

Unit Rate and Costs Schedule

<u>Description</u>	<u>Daily Rate</u>
Hydrographic Survey Vessel	\$450
Hydrographic Drone	\$150
Aerial Survey Drone	\$120
Terrestrial Laser Scanner	\$1,100
Geodetic Leveling System	\$150
Mobile LiDAR Scanner	\$3,000
Materials / Supplies	cost + 5%
MOT	cost + 5%
Permits	cost + 10%
Printing/reproduction	cost

Certification

I, Charles B. Gardiner, Principal Surveyor of Wood Environment and Infrastructure Solutions, Inc., certify that the hourly rates shown hereon are based on actual direct salary costs of the Wood Environment and Infrastructure Solutions, Inc. survey department employees and that the salary multiplier rate utilized to calculate the hourly rates is less than 3.00.



Charles B. Gardiner, PSM
Principal Surveyor

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 DESIGN 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 DESIGN 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.

To: Mr. Dwayne Darbonne, PE
Managing Principal
METRO Consulting Group, LLC
341 North Maitland Avenue, Suite 220
Maitland, FL 32751

May 25, 2021

RE: RFQ2021-003 Continuing Contract for Consulting Engineering Services,
City of Kissimmee

Dear Mr. Darbonne,

Please see below the loaded rates and classification of staff for the subject project.

PERSONNEL CLASSIFICATION	Name	Rate (Hourly)
Secretary/Clerical	Julie Decker	\$ 85.72
Engineering Technician	Suma Kesavareddy	\$ 109.73
Designer	Brenda Taylor	\$ 113.16
Senior Designer	Doug Buchanan	\$ 144.02
Chief Engineer 2	Ramesh Reddolu, PE	\$ 226.31
Project Manager 1	Nathan Kautz, PE	\$ 248.60
Principal Engineer	Dilip Mundkur, PE, PTOE	\$ 274.32

Please let me know if you need anything else.



Sincerely,
Dilip Mundkur, PE, PTOE
Principal Engineer

**SECOND RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND METRO CONSULTING GROUP LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS SECOND RENEWAL of the Agreement is made this 2nd day of July 2024, by and between **METRO CONSULTING GROUP LLC** located at 341 North Maitland Ave., Ste. 220, Maitland FL 32751, hereinafter known as “DESIGN ENGINEER,” and the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the “CITY.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 “Continuing Contract for Engineering Services”, and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the CITY and METRO CONSULTING GROUP LLC on July 6, 2021, hereinafter referred to as the “Original Agreement” and attached hereto as Exhibit “1”; and

WHEREAS, the Parties entered into a First Renewal Agreement on _____, and such Agreement expires on July 06, 2024; and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the Parties now mutually desire to extend the Original Agreement for an additional year as per provided.

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 DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021.
- 3. TERM.** The CITY and DESIGN ENGINEER agree to exercise the second one-year renewal period provided under Section 1 (“Term”) of the Original Agreement, extending the terms and conditions effective there of to July 6, 2024, and extending until July 6, 2025.
- 4. SCOPE OF WORK.** The Scope of Work attached as an exhibit in the Original Agreement is hereby rescinded and replaced in its entirety with Exhibit “A”, attached hereto and incorporated herein by reference.
- 5. Effective Date.** The effective date of this Second Renewal of the Agreement between the CITY and METRO CONSULTING GROUP LLC is July 6, 2024.

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.

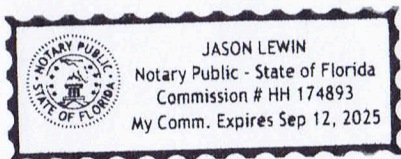
METRO CONSULTING GROUP LLC

By: Joseph D Darbonne
Title: MANAGING MEMBER
Date: 7/2/24

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 2 day of July, 2024, by means of ☒ physical presence or ☐ online notarization by Joseph Darbonne as managing member for METRO CONSULTING GROUP LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]
Print Name: Jason Lewin
My Commission Expires: Sep 12 2025

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 1
ORIGINAL AGREEMENT

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND METRO CONSULTING GROUP, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **METRO CONSULTING GROUP, LLC** whose address is 341 North Maitland Avenue, Suite 220, Maitland, FL 32751, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 METRO CONSULTING GROUP, LLC is qualified to provide the services and desires to award a continuing services contract to DESIGN 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 DESIGN 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 DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN 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 DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER'S services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN 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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

METRO CONSULTING GROUP, LLC
341 North Maitland Avenue, Suite 220
Maitland, FL 32751

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

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

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

The DESIGN ENGINEER 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 DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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 DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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

DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN 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.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 Time is of the essence of this Agreement.

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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 DESIGN 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.

Signature page to follow

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

METRO CONSULTING GROUP, LLC

By: Joseph D Darbonne

Title: Managing Member

Date: 5/18/2021

STATE OF FLORIDA)
COUNTY OF Orange)

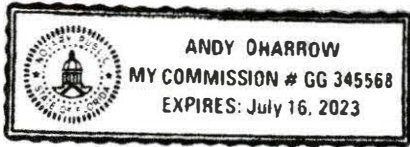
The foregoing instrument was acknowledged before me this 18 day of May, 2021,
by Joseph Darbonne, as Managing Member of Metro Consulting Group, Inc. a Florida corporation, who is
personally known to me or has produced identification.

Notary Seal:

Notary: Andy O'Harrow

Print Name: Andy O'Harrow

My Commission Expires: July 16, 2023



CITY OF KISSIMMEE

Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell
Linda Hansell, City Clerk

Approved as to form and legality

Olga Sanchez or Sweet
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.	
Previous Contract Total Dollars:	\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	□ +
NET CONTRACT TOTAL DOLLARS:	
\$	

Accepted By: _____ (signature)	Requested By: _____ (signature)
Title/Position: _____	Approved By: _____ (signature)
PW Director: _____ (signature)	City Commission Approval Date: _____
Approved as to Form and Legality: _____ (signature)	

EXHIBIT C
HOURLY RATE SCHEDULE

Contract Bill Rates for the METRO Team

AWK
Brindley Pieters
Drummond Carpenter
ECHO
METRO
Quigg
Singhofen
TMC
Wood

AWK CONSULTING ENGINEERS, INC.
City of Kissimmee RFQ2021-003
Fee Schedule

		Unit	Rate
FIELD EXPLORATION			
A.	Equipment Mobilization		
1.	Truck Drill Rig	each	\$ 600.00
2.	Mudbug Drill Rig	each	\$ 700.00
3.	Track Drill Rig	each	\$ 4,500.00
4.	Barge/Amphibious Drill Rig	each	\$ 13,000.00
5.	Tri-Pod Mobilization	each	\$ 2,500.00
6.	Remobilization - Truck/Mudbug	each	\$ 150.00
7.	Remobilization - Barge/Track	each	\$ 1,500.00
8.	Support Truck	day	\$ 155.00
9.	Support Boat	day	\$ 200.00
10.	Soil Survey/Coring Crew and Equipment	each	\$ 400.00
11.	Chainsaw	day	\$ 75.00
B.	SPT Borings		
1.	Truck/Mudbug		
i.	0 - 50 feet	LF	\$ 17.00
ii.	50 - 100 feet	LF	\$ 20.00
iii.	100 - 150 feet	LF	\$ 30.00
iv.	150 - 200 feet	LF	\$ 40.00
v.	200 - 250 feet	LF	\$ 55.00
2.	Barge/Track/Amphibious		
i.	0 - 50 feet	LF	\$ 25.50
ii.	50 - 100 feet	LF	\$ 30.00
iii.	100 - 150 feet	LF	\$ 45.00
iv.	150 - 200 feet	LF	\$ 60.00
v.	200 - 250 feet	LF	\$ 82.50
C.	Grouting		
1.	Truck/Mudbug		
i.	0 - 50 feet	LF	\$ 6.00
ii.	50 - 100 feet	LF	\$ 8.00
iii.	100 - 150 feet	LF	\$ 10.00
iv.	150 - 200 feet	LF	\$ 13.00
v.	200 - 250 feet	LF	\$ 15.00
2.	Barge/Track/Amphibious		
i.	0 - 50 feet	LF	\$ 9.00
ii.	50 - 100 feet	LF	\$ 12.00

		iii. 100 - 150 feet	LF	\$ 15.00
		iv. 150 - 200 feet	LF	\$ 19.50
		v. 200 - 250 feet	LF	\$ 22.50
D.	Casing - 3 inch			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	LF	\$ 10.00
		ii. 50 - 100 feet	LF	\$ 13.00
		iii. 100 - 150 feet	LF	\$ 16.00
		iv. 150 - 200 feet	LF	\$ 21.00
		v. 200 - 250 feet	LF	\$ 22.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	LF	\$ 15.00
		ii. 50 - 100 feet	LF	\$ 19.50
		iii. 100 - 150 feet	LF	\$ 24.00
		iv. 150 - 200 feet	LF	\$ 31.50
		v. 200 - 250 feet	LF	\$ 33.00
E.	Casing - 4 inch			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	LF	\$ 12.00
		ii. 50 - 100 feet	LF	\$ 14.00
		iii. 100 - 150 feet	LF	\$ 18.00
		iv. 150 - 200 feet	LF	\$ 22.00
		v. 200 - 250 feet	LF	\$ 26.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	LF	\$ 18.00
		ii. 50 - 100 feet	LF	\$ 21.00
		iii. 100 - 150 feet	LF	\$ 27.00
		iv. 150 - 200 feet	LF	\$ 33.00
		v. 200 - 250 feet	LF	\$ 39.00
F.	Temporary Piezometer			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	LF	\$ 30.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	LF	\$ 45.00
G.	Auger Borings (Hand, Truck)			
	1.	0 - 50 feet	LF	\$ 12.00
H.	Auger Borings (Mudbug)			
	1.	0 - 50 feet	LF	\$ 15.00
I.	Auger Borings (Track)			
	1.	0 - 50 feet	LF	\$ 18.00
J.	Field Permeability Test			
	1.	0 - 10 feet	each	\$ 400.00

	2.	10 - 25 feet	each	\$ 425.00
K.	Soil Survey/ Coring Crew			
	1.	Two Person Crew	hour	\$ 170.00
L.	2.	Three Person Crew	hour	\$ 225.00
M.	Drill Rig and Crew Time			
	1.	Truck/Mudbug		
		i. Two Person Crew	hour	\$ 225.00
		ii. Three Person Crew	hour	\$ 275.00
	2.	Barge/Track/Amphibious		
		i. Two Person Crew	hour	\$ 425.00
		ii. Three Person Crew	hour	\$ 450.00
N.	Drill Mud Contain/Disposal			
	1.	Drill Mud Contain/Disposal - Truck/Mudbug	each	\$ 200.00
	2.	Drill Mud Contain/Disposal - Barge/Track/Amphibious	each	\$ 400.00
O.	Shelby Tube/Thin-Walled Samples			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	each	\$ 200.00
		ii. 50 - 100 feet	each	\$ 220.00
		iii. 100 - 150 feet	each	\$ 250.00
		iv. 150 - 200 feet	each	\$ 315.00
		v. 200 - 250 feet	each	\$ 375.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	each	\$ 300.00
		ii. 50 - 100 feet	each	\$ 330.00
		iii. 100 - 150 feet	each	\$ 375.00
		iv. 150 - 200 feet	each	\$ 472.50
		v. 200 - 250 feet	each	\$ 560.00
P.	Reconnaissance/Utility Coordination			
	1.	Project Engineer	hour	\$ 150.00
	2.	Senior Engineering Technician	hour	\$ 100.00
Q.	Extra Split Spoon Samples			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	each	\$ 45.00
		ii. 50 - 100 feet	each	\$ 55.00
		iii. 100 - 150 feet	each	\$ 80.00
		iv. 150 - 200 feet	each	\$ 100.00
		v. 200 - 250 feet	each	\$ 120.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	each	\$ 67.50
		ii. 50 - 100 feet	each	\$ 82.50
		iii. 100 - 150 feet	each	\$ 120.00
		iv. 150 - 200 feet	each	\$ 150.00
		v. 200 - 250 feet	each	\$ 180.00

R.	Double Ring Infiltrometer (DRI)	each	\$ 600.00
S.	Field Vane Shear Test	each	\$ 475.00
T.	Pavement Cores (No MOT)	each	\$ 200.00
U.	Pavement Cores (w/ MOT)	each	\$ 350.00
V.	Pavement Cores (Night w/ MOT)	each	\$ 400.00
W.	Additional Core Barrels	each	\$ 600.00
X.	Maintenance of Traffic (MOT)		
	1. Signs & Cones	day	\$ 125.00
	2. Barricades	day	\$ 150.00
	3. Attenuator Truck	day	\$ 2,500.00
	4. Flashing Arrow Board	day	\$ 150.00
	5. MOT Officer and Vehicle	hr	\$ 75.00
	6. Light Tower	night	\$ 300.00
LABORATORY TESTING			
A.	Visual Examination Stratify		
	1. Senior Engineering Technician	hour	\$ 100.00
	2. Project Engineer	hour	\$ 150.00
B.	Natural Moisture	each	\$ 25.00
C.	Grain Size Analysis		
	1. Full Gradation	each	\$ 75.00
	2. Single Sieve	each	\$ 50.00
D.	Hydrometer	each	\$ 140.00
E.	Organic Content	each	\$ 55.00
F.	Atterberg Limits (Plastic Limit & Liquid Limit)	each	\$ 115.00
G.	Unit Weight	each	\$ 75.00
H.	Consolidation (12 Loads)	each	\$ 600.00
I.	Permeability		
	1. Granular	each	\$ 350.00
	2. Cohesive	each	\$ 400.00
J.	Corrosion Series (pH, Sulfate, Chloride, Resistivity)	each	\$ 240.00
K.	Triaxial Compression - Shear Strength		
	1. U.U. One cell pressure (Q)	point	\$ 500.00
	2. C.U. One cell pressure (R)	point	\$ 550.00
	3. C.D. One cell pressure (S)	point	\$ 650.00
L.	Unconfined Compression		
	1. Soil	Each	\$ 225.00
	2. Rock	Each	\$ 150.00
M.	Specific Gravity	Each	\$ 85.00
N.	Direct Shear	Each	\$ 300.00
O.	Shrinkage Factor	Each	\$ 70.00
P.	Swell Potential	Each	\$ 100.00

Q.	Splitting Tensile - Rock	Each	\$ 175.00
R.	Min./Max. Density	Each	\$ 110.00
S.	Limerock Bearing Ratio	Each	\$ 400.00
T.	Proctor (Standard or Modified)	Each	\$ 165.00
PROFESSIONAL SERVICES			
A.	Senior Engineer	Hour	\$ 225.00
B.	Project Engineer/Project Manager	Hour	\$ 150.00
C.	Engineer Intern	Hour	\$ 120.00
D.	Senior Engineering Technician	Hour	\$ 100.00
E.	Engineering Technician	Hour	\$ 70.00
F.	CADD/GIS Designer	Hour	\$ 145.00
G.	Clerical	Hour	\$ 80.00



Suite 180
2600 Maitland Center Parkway
Maitland, Florida 32751
407.830.8700 407.830.8877 Fax
www.bpa-engineers.com

May 21, 2021

Project
#RFQ2021-003 Continuing Contract for Consulting Engineering Services
City of Kissimmee

Staff	Classification	Loaded Hourly Rate
Randy Augat	Utilities Engineer/Designer	\$181.86
Patricia Dickerson	Senior Utility Coordinator	\$142.29
Justin Sorg	Utility Coordinator	\$91.19
Merissa Erickson	Utility Coordinator	\$71.34



RFQ 2021-003 Continuing Contract for Consulting Engineering Services

Drummond Carpenter, PLLC

Billable Rates and Multiplier

Position Category/Grade	Billable Rate
Engineer/Scientist (VII)/(VIII)	\$204.88
Engineer/Scientist (VI)	\$184.40
Engineer/Scientist (V)	\$155.95
Engineer/Scientist (IV)	\$116.18
Engineer/Scientist (III)	\$76.40
Engineer/Scientist (I)/(II)	\$69.15
Field Technician	\$66.13
Senior Designer	\$110.21
Clerical	\$65.11
Senior Graphics/Renderings	\$63.37

Chad Drummond, President
Name of Company Officer, Title

5/19/2021
Date

KISSIMMEE, FLORIDA

**RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE**

ECHO UES, Inc.

MAY 2021

Staff Classification	Hourly Billing Rate
SUE Project Manager	\$190.31
Senior Surveyor	\$177.52
Project Surveyor	\$123.94
Utility Coordinator	\$118.62
CADD Technician	\$89.06
Secretary/Clerical	\$84.36
2 Person SUE Crew	\$195.32
3 Person SUE Crew	\$237.22
2 Person Survey Crew	\$153.71
3 Person Survey Crew	\$189.02
4 Person Survey Crew	\$231.79

METRO RATES 2021

Staff	Role	Registration	Years	Bill Rate / Hour (2021)
Dwayne Darbonne, PE	Principal / Project Manager	PE	40	\$ 195.00
Bill Eggers, CWB, PWS	Environmental Scientist	CWS / PWS	25	\$ 135.00
Kim Elmer, PE	Sr. Project Engineer	PE	40	\$ 160.00
Anna Galbraith, EI	Project Engineer	EI	3	\$ 110.00
Jennifer Rosenberg, AICP	Transporation Planner	AICP	10	\$ 115.00
Heather Turner	Administration		10	\$ 50.00
Karina Veaudry, RLA	Landscape Architect	RLA	30	\$ 185.00

The rates in the table represent our bill rates, which are comprised of base salary, overhead and margin. We also have an audited expense percentage of 6.60% for reimbursable direct expenses.

Sincerely,



Joseph D. Darbonne, PE
Managing Principal

xc: Contract File



QUIGG ENGINEERING INC

6150 S. Florida Ave., Ste. 200 • Lakeland, FL 33813
Phone: 863-422-5517 • Fax: 863-422-7299
URL: www.quiggengineering.com

May 21, 2021

LOADED SALARY RATES FOR QUIGG ENGINEERING STAFF
CITY OF KISSIMMEE CONTINUING SERVICES CONTRACT

Employee	Title/Role	Loaded Hourly Rate
David Booher, PE	Project Manager, Structural	\$224.00
Surendra Gandhi, PE	Utility Engineer/Civil Engineer	\$137.00
David Holden	Senior Engineering Technician	\$130.00
Elaina Hilyard	Engineering Technician	\$62.00
Jason Stringer	Senior Engineering Technician	\$118.00
Jessica Barrow, EIT	Engineering Technician	\$84.00
Adam Bailey	Administrative Assistant	\$45.00

David Booher, PE
Project Manager

Singhofen & Associates, Inc.
Hourly Billing Rates
5/21/2021



Labor Category	Hourly Billing Rate
Registered Engineer IV	\$242.00
Professional Engineer III	\$229.00
Professional Engineer II	\$170.00
Professional Engineer I	\$136.00
Engineer / Scientist IV	\$145.00
Engineer / Scientist III	\$134.00
Engineer / Scientist II	\$127.00
Engineer / Scientist I	\$108.00
CADD / GIS Analyst IV	\$140.00
CADD / GIS Analyst III	\$134.00
CADD / GIS Analyst II	\$111.00
CADD / GIS Analyst I	\$84.00
Engineering Technician IV	\$93.00
Engineering Technician III	\$84.00
Engineering Technician II	\$81.00
Engineering Technician I	\$75.00
Administrative Assistant III	\$129.00
Administrative Assistant II	\$88.00
Administrative Assistant I	\$68.00



**CITY OF KISSIMMEE
CONTINUING CONTRACT FOR CONSULTING ENGINEERING SERVICES
RFQ 2021-003
TRAFFIC & MOBILITY CONSULTANTS LLC**

Fee Proposal

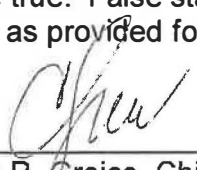
As requested, below is our information reflecting our overhead multipliers and personnel hourly rates. These rates as submitted will be used on this contract.

Direct Labor Rate	100.00%
Fringe + General Overhead Rate	170.16%
Subtotal	270.16%
Profit Margin (15%)	0.4052
Total Multiplier Rate	310.68%
Total Multiplier Rate	3.10

Individual Classification for Personnel Hourly Wage Rates

Classification	Raw Hourly Rate	Multiplier	Billable Hourly Rate
Principal-in-Charge	72.12	3.10	223.56
Senior Traffic Engineer	61.30	3.10	190.02
Model Lead	38.46	3.10	119.23
Engineer	36.06	3.10	111.78
Designer / Analyst	28.85	3.10	89.42
Technician / CADD	23.69	3.10	73.45
Administrative / Clerical	23.40	3.10	72.54

"Under the penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes."


Corrina R. Greico, Chief Financial Officer

May 20, 2021
Date



**CITY OF KISSIMMEE
CONTINUING CONTRACT FOR CONSULTING ENGINEERING SERVICES
RFQ 2021-003
TRAFFIC & MOBILITY CONSULTANTS LLC**

Direct Reimbursable Expenses

Reproduction:

B&W 8.5 X 11	\$0.05 / page
11 X 17	\$0.10 / page
Color 8.5 X 11	\$0.11 / page
11 X 17	\$0.22 / page
Bluelines/Blacklines	Actual Cost
Courier Services	Actual Cost
Overnight Delivery	Actual Cost
Postage	Actual Cost
Permits	Actual Cost



**CITY OF KISSIMMEE
CONTINUING CONTRACT FOR CONSULTING ENGINEERING SERVICES
RFQ 2021-003
TRAFFIC & MOBILITY CONSULTANTS LLC**

Scope of Services

Traffic & Mobility Consultants LLC shall provide professional services related to Traffic Engineering Studies, Modeling and QA/QC on a task work order basis as needed in support of this contract.



Wood Environment & Infrastructure Solutions, Inc.
550 Northlake Boulevard, Suite 1000
Altamonte Springs, Florida 32701
USA

T: 407.522.7570

City of Kissimmee RFQ2021-003
Continuing Contract for Consulting Engineering Services

Surveying and Mapping Services Hourly Rate Schedule

<u>Labor Category</u>	<u>Billable Rate</u>
Principal Surveyor	\$ 187.27
Surveyor and Mapper	\$ 144.48
Survey Technician (office)	\$ 92.11
Survey Technician I (field)	\$ 49.41
Survey Technician II (field)	\$ 59.06
Survey Technician III (field)	\$ 89.80
2-person crew	\$ 148.86
3-person crew	\$ 198.27
4-person crew	\$ 247.68
Administrative Support	\$ 62.32

Subsurface Utility Location Services

1-person designation crew	\$ 93.72
2- person designation crew	\$ 155.34
3-person designation crew	\$ 199.80
2-person VVH crew	\$ 180.41
3-person VVH crew	\$ 224.86

Unit Rate and Costs Schedule

<u>Description</u>	<u>Daily Rate</u>
Hydrographic Survey Vessel	\$450
Hydrographic Drone	\$150
Aerial Survey Drone	\$120
Terrestrial Laser Scanner	\$1,100
Geodetic Leveling System	\$150
Mobile LiDAR Scanner	\$3,000
Materials / Supplies	cost + 5%
MOT	cost + 5%
Permits	cost + 10%
Printing/reproduction	cost

Certification

I, Charles B. Gardiner, Principal Surveyor of Wood Environment and Infrastructure Solutions, Inc., certify that the hourly rates shown hereon are based on actual direct salary costs of the Wood Environment and Infrastructure Solutions, Inc. survey department employees and that the salary multiplier rate utilized to calculate the hourly rates is less than 3.00.



Charles B. Gardiner, PSM
Principal Surveyor

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 DESIGN 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 DESIGN 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.

To: Mr. Dwayne Darbonne, PE
Managing Principal
METRO Consulting Group, LLC
341 North Maitland Avenue, Suite 220
Maitland, FL 32751

May 25, 2021

RE: RFQ2021-003 Continuing Contract for Consulting Engineering Services,
City of Kissimmee

Dear Mr. Darbonne,

Please see below the loaded rates and classification of staff for the subject project.

PERSONNEL CLASSIFICATION	Name	Rate (Hourly)
Secretary/Clerical	Julie Decker	\$ 85.72
Engineering Technician	Suma Kesavareddy	\$ 109.73
Designer	Brenda Taylor	\$ 113.16
Senior Designer	Doug Buchanan	\$ 144.02
Chief Engineer 2	Ramesh Reddolu, PE	\$ 226.31
Project Manager 1	Nathan Kautz, PE	\$ 248.60
Principal Engineer	Dilip Mundkur, PE, PTOE	\$ 274.32

Please let me know if you need anything else.



Sincerely,
Dilip Mundkur, PE, PTOE
Principal Engineer

EXHIBIT A
NEW SCOPE OF WORK

EXHIBIT A NEW SCOPE OF WORK

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND METRO CONSULTING GROUP, LLC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **METRO CONSULTING GROUP, LLC** whose address is 341 North Maitland Avenue, Suite 220, Maitland, FL 32751, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 METRO CONSULTING GROUP, LLC is qualified to provide the services and desires to award a continuing services contract to DESIGN 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 DESIGN 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 DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN 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 DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER'S services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN 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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

METRO CONSULTING GROUP, LLC
341 North Maitland Avenue, Suite 220
Maitland, FL 32751

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

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

SECTION 9. INDEMNITY AND INSURANCE

9.1 GENERAL

The DESIGN ENGINEER 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 DESIGN ENGINEER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against the CITY, including its agents and/or employees, or if the CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by the DESIGN ENGINEER in connection with the rendering of services to the CITY under this Agreement, then and in that event the DESIGN ENGINEER will at all times indemnify and save the CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and engineer's fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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 DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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

DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.
- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN 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.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 Time is of the essence of this Agreement.

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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 DESIGN 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.

Signature page to follow

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

METRO CONSULTING GROUP, LLC

By: Joseph D Darbonne

Title: Managing Member

Date: 5/18/2021

STATE OF FLORIDA)
COUNTY OF Orange)

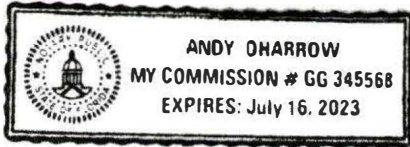
The foregoing instrument was acknowledged before me this 18 day of May, 2021,
by Joseph Darbonne, as Managing Member of Metro Consulting Group, Inc. a Florida corporation, who is
personally known to me or has produced identification.

Notary Seal:

Notary: Andy O'Harrow

Print Name: Andy O'Harrow

My Commission Expires: July 16, 2023



CITY OF KISSIMMEE

Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell
Linda Hansell, City Clerk

Approved as to form and legality

Olga Sanchez or Sweet
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.	
Previous Contract Total Dollars:	\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	\$
Accepted By: _____ (signature)	
Requested By: _____ (signature)	
Title/Position: _____ Approved By: _____ (signature)	
PW Director: _____ (signature)	
City Commission Approval Date: _____	
Approved as to Form and Legality: _____ (signature)	

EXHIBIT C
HOURLY RATE SCHEDULE

Contract Bill Rates for the METRO Team

AWK
Brindley Pieters
Drummond Carpenter
ECHO
METRO
Quigg
Singhofen
TMC
Wood



AWK CONSULTING ENGINEERS, INC.
City of Kissimmee RFQ2021-003
Fee Schedule

		Unit	Rate
FIELD EXPLORATION			
A.	Equipment Mobilization		
1.	Truck Drill Rig	each	\$ 600.00
2.	Mudbug Drill Rig	each	\$ 700.00
3.	Track Drill Rig	each	\$ 4,500.00
4.	Barge/Amphibious Drill Rig	each	\$ 13,000.00
5.	Tri-Pod Mobilization	each	\$ 2,500.00
6.	Remobilization - Truck/Mudbug	each	\$ 150.00
7.	Remobilization - Barge/Track	each	\$ 1,500.00
8.	Support Truck	day	\$ 155.00
9.	Support Boat	day	\$ 200.00
10.	Soil Survey/Coring Crew and Equipment	each	\$ 400.00
11.	Chainsaw	day	\$ 75.00
B.	SPT Borings		
1.	Truck/Mudbug		
	i. 0 - 50 feet	LF	\$ 17.00
	ii. 50 - 100 feet	LF	\$ 20.00
	iii. 100 - 150 feet	LF	\$ 30.00
	iv. 150 - 200 feet	LF	\$ 40.00
	v. 200 - 250 feet	LF	\$ 55.00
2.	Barge/Track/Amphibious		
	i. 0 - 50 feet	LF	\$ 25.50
	ii. 50 - 100 feet	LF	\$ 30.00
	iii. 100 - 150 feet	LF	\$ 45.00
	iv. 150 - 200 feet	LF	\$ 60.00
	v. 200 - 250 feet	LF	\$ 82.50
C.	Grouting		
1.	Truck/Mudbug		
	i. 0 - 50 feet	LF	\$ 6.00
	ii. 50 - 100 feet	LF	\$ 8.00
	iii. 100 - 150 feet	LF	\$ 10.00
	iv. 150 - 200 feet	LF	\$ 13.00
	v. 200 - 250 feet	LF	\$ 15.00
2.	Barge/Track/Amphibious		
	i. 0 - 50 feet	LF	\$ 9.00
	ii. 50 - 100 feet	LF	\$ 12.00

		iii. 100 - 150 feet	LF	\$ 15.00
		iv. 150 - 200 feet	LF	\$ 19.50
		v. 200 - 250 feet	LF	\$ 22.50
D.	Casing - 3 inch			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	LF	\$ 10.00
		ii. 50 - 100 feet	LF	\$ 13.00
		iii. 100 - 150 feet	LF	\$ 16.00
		iv. 150 - 200 feet	LF	\$ 21.00
		v. 200 - 250 feet	LF	\$ 22.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	LF	\$ 15.00
		ii. 50 - 100 feet	LF	\$ 19.50
		iii. 100 - 150 feet	LF	\$ 24.00
		iv. 150 - 200 feet	LF	\$ 31.50
		v. 200 - 250 feet	LF	\$ 33.00
E.	Casing - 4 inch			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	LF	\$ 12.00
		ii. 50 - 100 feet	LF	\$ 14.00
		iii. 100 - 150 feet	LF	\$ 18.00
		iv. 150 - 200 feet	LF	\$ 22.00
		v. 200 - 250 feet	LF	\$ 26.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	LF	\$ 18.00
		ii. 50 - 100 feet	LF	\$ 21.00
		iii. 100 - 150 feet	LF	\$ 27.00
		iv. 150 - 200 feet	LF	\$ 33.00
		v. 200 - 250 feet	LF	\$ 39.00
F.	Temporary Piezometer			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	LF	\$ 30.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	LF	\$ 45.00
G.	Auger Borings (Hand, Truck)			
	1.	0 - 50 feet	LF	\$ 12.00
H.	Auger Borings (Mudbug)			
	1.	0 - 50 feet	LF	\$ 15.00
I.	Auger Borings (Track)			
	1.	0 - 50 feet	LF	\$ 18.00
J.	Field Permeability Test			
	1.	0 - 10 feet	each	\$ 400.00

	2.	10 - 25 feet	each	\$ 425.00
K.	Soil Survey/ Coring Crew			
	1.	Two Person Crew	hour	\$ 170.00
L.	2.	Three Person Crew	hour	\$ 225.00
M.	Drill Rig and Crew Time			
	1.	Truck/Mudbug		
		i. Two Person Crew	hour	\$ 225.00
		ii. Three Person Crew	hour	\$ 275.00
	2.	Barge/Track/Amphibious		
		i. Two Person Crew	hour	\$ 425.00
		ii. Three Person Crew	hour	\$ 450.00
N.	Drill Mud Contain/Disposal			
	1.	Drill Mud Contain/Disposal - Truck/Mudbug	each	\$ 200.00
	2.	Drill Mud Contain/Disposal - Barge/Track/Amphibious	each	\$ 400.00
O.	Shelby Tube/Thin-Walled Samples			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	each	\$ 200.00
		ii. 50 - 100 feet	each	\$ 220.00
		iii. 100 - 150 feet	each	\$ 250.00
		iv. 150 - 200 feet	each	\$ 315.00
		v. 200 - 250 feet	each	\$ 375.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	each	\$ 300.00
		ii. 50 - 100 feet	each	\$ 330.00
		iii. 100 - 150 feet	each	\$ 375.00
		iv. 150 - 200 feet	each	\$ 472.50
		v. 200 - 250 feet	each	\$ 560.00
P.	Reconnaissance/Utility Coordination			
	1.	Project Engineer	hour	\$ 150.00
	2.	Senior Engineering Technician	hour	\$ 100.00
Q.	Extra Split Spoon Samples			
	1.	Truck/Mudbug		
		i. 0 - 50 feet	each	\$ 45.00
		ii. 50 - 100 feet	each	\$ 55.00
		iii. 100 - 150 feet	each	\$ 80.00
		iv. 150 - 200 feet	each	\$ 100.00
		v. 200 - 250 feet	each	\$ 120.00
	2.	Barge/Track/Amphibious		
		i. 0 - 50 feet	each	\$ 67.50
		ii. 50 - 100 feet	each	\$ 82.50
		iii. 100 - 150 feet	each	\$ 120.00
		iv. 150 - 200 feet	each	\$ 150.00
		v. 200 - 250 feet	each	\$ 180.00

R.	Double Ring Infiltrometer (DRI)	each	\$ 600.00
S.	Field Vane Shear Test	each	\$ 475.00
T.	Pavement Cores (No MOT)	each	\$ 200.00
U.	Pavement Cores (w/ MOT)	each	\$ 350.00
V.	Pavement Cores (Night w/ MOT)	each	\$ 400.00
W.	Additional Core Barrels	each	\$ 600.00
X.	Maintenance of Traffic (MOT)		
	1. Signs & Cones	day	\$ 125.00
	2. Barricades	day	\$ 150.00
	3. Attenuator Truck	day	\$ 2,500.00
	4. Flashing Arrow Board	day	\$ 150.00
	5. MOT Officer and Vehicle	hr	\$ 75.00
	6. Light Tower	night	\$ 300.00
LABORATORY TESTING			
A.	Visual Examination Stratify		
	1. Senior Engineering Technician	hour	\$ 100.00
	2. Project Engineer	hour	\$ 150.00
B.	Natural Moisture	each	\$ 25.00
C.	Grain Size Analysis		
	1. Full Gradation	each	\$ 75.00
	2. Single Sieve	each	\$ 50.00
D.	Hydrometer	each	\$ 140.00
E.	Organic Content	each	\$ 55.00
F.	Atterberg Limits (Plastic Limit & Liquid Limit)	each	\$ 115.00
G.	Unit Weight	each	\$ 75.00
H.	Consolidation (12 Loads)	each	\$ 600.00
I.	Permeability		
	1. Granular	each	\$ 350.00
	2. Cohesive	each	\$ 400.00
J.	Corrosion Series (pH, Sulfate, Chloride, Resistivity)	each	\$ 240.00
K.	Triaxial Compression - Shear Strength		
	1. U.U. One cell pressure (Q)	point	\$ 500.00
	2. C.U. One cell pressure (R)	point	\$ 550.00
	3. C.D. One cell pressure (S)	point	\$ 650.00
L.	Unconfined Compression		
	1. Soil	Each	\$ 225.00
	2. Rock	Each	\$ 150.00
M.	Specific Gravity	Each	\$ 85.00
N.	Direct Shear	Each	\$ 300.00
O.	Shrinkage Factor	Each	\$ 70.00
P.	Swell Potential	Each	\$ 100.00

Q.	Splitting Tensile - Rock	Each	\$ 175.00
R.	Min./Max. Density	Each	\$ 110.00
S.	Limerock Bearing Ratio	Each	\$ 400.00
T.	Proctor (Standard or Modified)	Each	\$ 165.00
PROFESSIONAL SERVICES			
A.	Senior Engineer	Hour	\$ 225.00
B.	Project Engineer/Project Manager	Hour	\$ 150.00
C.	Engineer Intern	Hour	\$ 120.00
D.	Senior Engineering Technician	Hour	\$ 100.00
E.	Engineering Technician	Hour	\$ 70.00
F.	CADD/GIS Designer	Hour	\$ 145.00
G.	Clerical	Hour	\$ 80.00



Suite 180
2600 Maitland Center Parkway
Maitland, Florida 32751
407.830.8700 407.830.8877 Fax
www.bpa-engineers.com

May 21, 2021

Project
#RFQ2021-003 Continuing Contract for Consulting Engineering Services
City of Kissimmee

Staff	Classification	Loaded Hourly Rate
Randy Augat	Utilities Engineer/Designer	\$181.86
Patricia Dickerson	Senior Utility Coordinator	\$142.29
Justin Sorg	Utility Coordinator	\$91.19
Merissa Erickson	Utility Coordinator	\$71.34



RFQ 2021-003 Continuing Contract for Consulting Engineering Services

Drummond Carpenter, PLLC

Billable Rates and Multiplier

Position Category/Grade	Billable Rate
Engineer/Scientist (VII)/(VIII)	\$204.88
Engineer/Scientist (VI)	\$184.40
Engineer/Scientist (V)	\$155.95
Engineer/Scientist (IV)	\$116.18
Engineer/Scientist (III)	\$76.40
Engineer/Scientist (I)/(II)	\$69.15
Field Technician	\$66.13
Senior Designer	\$110.21
Clerical	\$65.11
Senior Graphics/Renderings	\$63.37

Chad Drummond, President
Name of Company Officer, Title

5/19/2021
Date

KISSIMMEE, FLORIDA

**RFP 2021-003 CONTINUING ENGINEERING SERVICES
HOURLY RATE SCHEDULE**

ECHO UES, Inc.

MAY 2021

Staff Classification	Hourly Billing Rate
SUE Project Manager	\$190.31
Senior Surveyor	\$177.52
Project Surveyor	\$123.94
Utility Coordinator	\$118.62
CADD Technician	\$89.06
Secretary/Clerical	\$84.36
2 Person SUE Crew	\$195.32
3 Person SUE Crew	\$237.22
2 Person Survey Crew	\$153.71
3 Person Survey Crew	\$189.02
4 Person Survey Crew	\$231.79

METRO RATES 2021

Staff	Role	Registration	Years	Bill Rate / Hour (2021)
Dwayne Darbonne, PE	Principal / Project Manager	PE	40	\$ 195.00
Bill Eggers, CWB, PWS	Environmental Scientist	CWS / PWS	25	\$ 135.00
Kim Elmer, PE	Sr. Project Engineer	PE	40	\$ 160.00
Anna Galbraith, EI	Project Engineer	EI	3	\$ 110.00
Jennifer Rosenberg, AICP	Transporation Planner	AICP	10	\$ 115.00
Heather Turner	Administration		10	\$ 50.00
Karina Veaudry, RLA	Landscape Architect	RLA	30	\$ 185.00

The rates in the table represent our bill rates, which are comprised of base salary, overhead and margin. We also have an audited expense percentage of 6.60% for reimbursable direct expenses.

Sincerely,



Joseph D. Darbonne, PE
Managing Principal

xc: Contract File



QUIGG ENGINEERING INC

6150 S. Florida Ave., Ste. 200 • Lakeland, FL 33813
Phone: 863-422-5517 • Fax: 863-422-7299
URL: www.quiggengineering.com

May 21, 2021

LOADED SALARY RATES FOR QUIGG ENGINEERING STAFF
CITY OF KISSIMMEE CONTINUING SERVICES CONTRACT

Employee	Title/Role	Loaded Hourly Rate
David Booher, PE	Project Manager, Structural	\$224.00
Surendra Gandhi, PE	Utility Engineer/Civil Engineer	\$137.00
David Holden	Senior Engineering Technician	\$130.00
Elaina Hilyard	Engineering Technician	\$62.00
Jason Stringer	Senior Engineering Technician	\$118.00
Jessica Barrow, EIT	Engineering Technician	\$84.00
Adam Bailey	Administrative Assistant	\$45.00

David Booher, PE
Project Manager

Singhofen & Associates, Inc.
Hourly Billing Rates
5/21/2021



Labor Category	Hourly Billing Rate
Registered Engineer IV	\$242.00
Professional Engineer III	\$229.00
Professional Engineer II	\$170.00
Professional Engineer I	\$136.00
Engineer / Scientist IV	\$145.00
Engineer / Scientist III	\$134.00
Engineer / Scientist II	\$127.00
Engineer / Scientist I	\$108.00
CADD / GIS Analyst IV	\$140.00
CADD / GIS Analyst III	\$134.00
CADD / GIS Analyst II	\$111.00
CADD / GIS Analyst I	\$84.00
Engineering Technician IV	\$93.00
Engineering Technician III	\$84.00
Engineering Technician II	\$81.00
Engineering Technician I	\$75.00
Administrative Assistant III	\$129.00
Administrative Assistant II	\$88.00
Administrative Assistant I	\$68.00



**CITY OF KISSIMMEE
CONTINUING CONTRACT FOR CONSULTING ENGINEERING SERVICES
RFQ 2021-003
TRAFFIC & MOBILITY CONSULTANTS LLC**

Fee Proposal

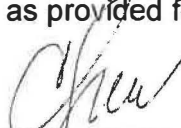
As requested, below is our information reflecting our overhead multipliers and personnel hourly rates. These rates as submitted will be used on this contract.

Direct Labor Rate	100.00%
Fringe + General Overhead Rate	170.16%
Subtotal	270.16%
Profit Margin (15%)	0.4052
Total Multiplier Rate	310.68%
Total Multiplier Rate	3.10

Individual Classification for Personnel Hourly Wage Rates

Classification	Raw Hourly Rate	Multiplier	Billable Hourly Rate
Principal-in-Charge	72.12	3.10	223.56
Senior Traffic Engineer	61.30	3.10	190.02
Model Lead	38.46	3.10	119.23
Engineer	36.06	3.10	111.78
Designer / Analyst	28.85	3.10	89.42
Technician / CADD	23.69	3.10	73.45
Administrative / Clerical	23.40	3.10	72.54

"Under the penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes."



Corrina R. Greico, Chief Financial Officer

May 20, 2021

Date



**CITY OF KISSIMMEE
CONTINUING CONTRACT FOR CONSULTING ENGINEERING SERVICES
RFQ 2021-003
TRAFFIC & MOBILITY CONSULTANTS LLC**

Direct Reimbursable Expenses

Reproduction:

B&W 8.5 X 11	\$0.05 / page
11 X 17	\$0.10 / page
Color 8.5 X 11	\$0.11 / page
11 X 17	\$0.22 / page
Bluelines/Blacklines	Actual Cost
Courier Services	Actual Cost
Overnight Delivery	Actual Cost
Postage	Actual Cost
Permits	Actual Cost



**CITY OF KISSIMMEE
CONTINUING CONTRACT FOR CONSULTING ENGINEERING SERVICES
RFQ 2021-003
TRAFFIC & MOBILITY CONSULTANTS LLC**

Scope of Services

Traffic & Mobility Consultants LLC shall provide professional services related to Traffic Engineering Studies, Modeling and QA/QC on a task work order basis as needed in support of this contract.



Wood Environment & Infrastructure Solutions, Inc.
550 Northlake Boulevard, Suite 1000
Altamonte Springs, Florida 32701
USA

T: 407.522.7570

City of Kissimmee RFQ2021-003
Continuing Contract for Consulting Engineering Services

Surveying and Mapping Services Hourly Rate Schedule

<u>Labor Category</u>	<u>Billable Rate</u>
Principal Surveyor	\$ 187.27
Surveyor and Mapper	\$ 144.48
Survey Technician (office)	\$ 92.11
Survey Technician I (field)	\$ 49.41
Survey Technician II (field)	\$ 59.06
Survey Technician III (field)	\$ 89.80
2-person crew	\$ 148.86
3-person crew	\$ 198.27
4-person crew	\$ 247.68
Administrative Support	\$ 62.32

Subsurface Utility Location Services

1-person designation crew	\$ 93.72
2-person designation crew	\$ 155.34
3-person designation crew	\$ 199.80
2-person VVH crew	\$ 180.41
3-person VVH crew	\$ 224.86

Unit Rate and Costs Schedule

<u>Description</u>	<u>Daily Rate</u>
Hydrographic Survey Vessel	\$450
Hydrographic Drone	\$150
Aerial Survey Drone	\$120
Terrestrial Laser Scanner	\$1,100
Geodetic Leveling System	\$150
Mobile LiDAR Scanner	\$3,000
Materials / Supplies	cost + 5%
MOT	cost + 5%
Permits	cost + 10%
Printing/reproduction	cost

Certification

I, Charles B. Gardiner, Principal Surveyor of Wood Environment and Infrastructure Solutions, Inc., certify that the hourly rates shown hereon are based on actual direct salary costs of the Wood Environment and Infrastructure Solutions, Inc. survey department employees and that the salary multiplier rate utilized to calculate the hourly rates is less than 3.00.



Charles B. Gardiner, PSM
Principal Surveyor

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 DESIGN 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 DESIGN 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.

To: Mr. Dwayne Darbonne, PE
Managing Principal
METRO Consulting Group, LLC
341 North Maitland Avenue, Suite 220
Maitland, FL 32751

May 25, 2021

RE: RFQ2021-003 Continuing Contract for Consulting Engineering Services,
City of Kissimmee

Dear Mr. Darbonne,

Please see below the loaded rates and classification of staff for the subject project.

PERSONNEL CLASSIFICATION	Name	Rate (Hourly)
Secretary/Clerical	Julie Decker	\$ 85.72
Engineering Technician	Suma Kesavareddy	\$ 109.73
Designer	Brenda Taylor	\$ 113.16
Senior Designer	Doug Buchanan	\$ 144.02
Chief Engineer 2	Ramesh Reddolu, PE	\$ 226.31
Project Manager 1	Nathan Kautz, PE	\$ 248.60
Principal Engineer	Dilip Mundkur, PE, PTOE	\$ 274.32

Please let me know if you need anything else.



Sincerely,
Dilip Mundkur, PE, PTOE
Principal Engineer

**THIRD RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND KIMLEY-HORN AND ASSOCIATES, INC
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS THIRD RENEWAL of the Agreement for Professional Services is made this ____ day of _____ 2025, *nunc pro tunc* to July 6, 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 **KIMLEY-HORN AND ASSOCIATES, INC**, located at 200 South Orange Avenue, Suite 600, Orlando, FL 32801, hereinafter known as “DESIGN ENGINEER.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 and received responses through a competitive selection process in accordance with the Consultants’ Competitive Negotiation Act, Florida Statutes section 287.055; and

WHEREAS, on July 06, 2021, the City of Kissimmee and Kimley-Horn and Associates, Inc. entered into an Agreement for Professional Engineering Services (the “Original Agreement”); and

WHEREAS, on July 18, 2023, 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, on July 02, 2024, the Parties executed a Second Renewal to the Agreement to exercise the option to renew the Agreement for an additional twelve (12) month period (hereinafter referred to as “Second Renewal”); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional and final (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 Third Renewal, the CITY and DESIGN ENGINEER agree to the terms and conditions of the First Renewal dated July 18, 2023, the Second Renewal dated July 02, 2024. and Original Agreement dated July 06, 2021, incorporated herein by reference and attached hereto as **Exhibit “A”**.
- 3. TERM.** The CITY and DESIGN ENGINEER agree to exercise the third and final one (1) year renewal provided under Article 1 (“General”), sub-section 1.7 of the Original Agreement, extending the terms and conditions therein for an additional year.
- 4. Effective Date.** The effective date of this Third Renewal of the Agreement between **CITY** and **KIMLEY-HORN AND ASSOCIATES, INC** is July 06, 2025.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Third Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

KIMLEY-HORN AND ASSOCIATES, INC

By: [Signature]

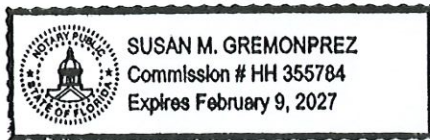
Title: Vice President

Date: 7/07/2025

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 7th day of July, 2025, by means of ☒ physical presence or ☐ online notarization by Hao Chau as Vice President for Kimley-Horn and Associates, Inc., a corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Susan M Gremontprez
Print Name: Susan M Gremontprez
My Commission Expires: 02-09-2027

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

**EXHIBIT “A”
FIRST & SECOND RENEWALS &
ORIGINAL AGREEMENT**

**FIRST RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS FIRST RENEWAL of the Agreement is made this 18th day of July 2023, by and between **KIMLEY-HORN AND ASSOCIATES, INC.**, located at 421 Fayetteville St., Suite 600, Raleigh, North Carolina 27601, hereinafter known as “DESIGN ENGINEER,” and the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the “CITY.” The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 “Continuing Contract for Engineering Services”, and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Kimley-Horn And Associates, Inc. on July 6, 2021 and such Agreement expired on July 6, 2023 (the “Original Agreement”); and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the CITY and DESIGN ENGINEER now mutually desire to extend the Original Agreement for an additional year.

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 DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021, incorporated herein by reference and attached hereto as Exhibit “1.”
- 3. Term.** The CITY and DESIGN ENGINEER agree to exercise the first one-year renewal period provided under Section 1 (“Term”) of the Original Agreement, extending the terms and conditions thereof to July 6, 2023 to July 6, 2024, *nunc pro tunc*.
- 4. Effective Date.** The effective date of this First Renewal of the Agreement between the City of Kissimmee and **KIMLEY-HORN AND ASSOCIATES, INC.** is July 6, 2023, *nunc pro tunc*.

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.

KIMLEY-HORN AND ASSOCIATES, INC.

By: HA
Title: Vice President
Date: 6/28/2023

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 28th day of June, 2023, by means of ☒ physical presence or ☐ online notarization by Hao Chau as Vice President for Kimley-Horn and Associates, Inc., a Florida corporation, who is personally known to me or has produced identification. North Carolina

Notary Seal: Notary: Charlene Kunold
Print Name: Charlene Kunold
My Commission Expires: 2/19/2026



CITY OF KISSIMMEE
By: Angela Eady for
Olga Gonzalez, Mayor-Commissioner
Date: July 19, 2023



ATTEST:
Tameara Crespo for
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:
Olga Sanchez de Fuentes
Olga Sanchez de Fuentes, City Attorney

Exhibit “1”

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **KIMLEY-HORN AND ASSOCIATES, INC.** whose address is 421 Fayetteville St. Suite 600, Raleigh, North Carolina 27601, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 **KIMLEY-HORN AND ASSOCIATES, INC.** is qualified to provide the services and desires to award a continuing services contract to DESIGN 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 DESIGN 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 DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN 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 DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER'S services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN

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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER shall be entitled to additional compensation. The additional compensation shall be requested by the DESIGN ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

KIMLEY-HORN AND ASSOCIATES, INC.
Nicole R. Heck, P.E., Project Manager
189 S. Orange Avenue, Suite 1000
Orlando, FL 32801

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the

DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the

DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

- 8.6.2 If the aggregate time of the CITY's suspension or suspensions of the DESIGN ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the DESIGN ENGINEER and the CITY shall, upon request of the DESIGN 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 DESIGN ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the DESIGN ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the DESIGN ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the DESIGN 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 ENGINEER 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 ENGINEER and other persons employed or utilized by the design professional in the performance of the contract.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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 DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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 DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.

- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN 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 DESIGN ENGINEER shall perform its services in accordance with the professional standard of care. The standard of care applicable to DESIGN 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 DESIGN ENGINEER's performance of services, and it is agreed that the DESIGN ENGINEER is not a fiduciary with respect to the CITY.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 DESIGN 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 FS 558.0035, EMPLOYEES OF DESIGN ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

(Signature page to follow)

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

KIMLEY-HORN AND ASSOCIATES, INC.

By: Lindsey A. Tercilla, Esq.

Nicole Hech

Title: In-House Counsel

Project Manager

Date: 06/22/2021

06/22/2021

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____, as _____ of _____, Inc. a Florida corporation, who is
personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____



Attest

Linda Hansell

Linda Hansell, City Clerk

CITY OF KISSIMMEE

Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Approved as to form and legality

Olga Sanchez Fuentes
City Attorney

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

KIMLEY-HORN AND ASSOCIATES, INC.

By: L. Tercilla, Esq. *Nicole Hech*

Title: In-House Counsel Project Manager

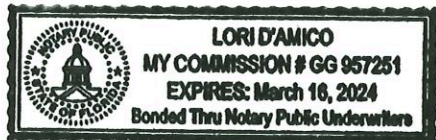
Date: 7/9/21 07/09/21

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 9 day of July, 2021, by Lindsey Tercilla as In-House Counsel of Kimley-Horn and Associates, Inc. a Florida corporation, who is personally known to me or has produced identification. *means of + physical presence* *North Carolina*

Notary Seal: Lori D'Amico

Print Name: Lori D'Amico
My Commission Expires: March 16, 2024



CITY OF KISSIMMEE

Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell, City Clerk

Approved as to form and legality

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.	
Previous Contract Total Dollars:	\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	\$

Accepted By: _____ (signature)	Requested By: _____ (signature)
Title/Position: _____	Approved By: _____ (signature)
PW Director: _____ (signature)	City Commission Approval Date: _____
Approved as to Form and Legality: _____ (signature)	

EXHIBIT C
HOURLY RATE SCHEDULE

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 DESIGN 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 DESIGN 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.

Kimley-Horn and Associates, Inc.

Hourly Rate Schedule

Classification	<i>Rate</i>
Principal-in-Charge	\$280.00
Senior Engineer	\$255.00
Senior Planner	\$225.00
Chief Landscape Architect	\$240.00
Senior Landscape Architect	\$165.00
Professional	\$160.00
Analyst	\$125.00
Senior CADD Operator	\$145.00
Secretary/Clerical	\$90.00

**SECOND RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS SECOND RENEWAL of the Agreement is made this 2nd day of July 2024, by and between **KIMLEY-HORN AND ASSOCIATES, INC.** located at P.O. Box 932520, Atlanta, GA 31193-2520, hereinafter known as "DESIGN ENGINEER," and the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, Hereinafter known as the "CITY." The DESIGN ENGINEER and the CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, the CITY advertised RFQ 2021-003 "Continuing Contract for Engineering Services", and opened all received bid proposals on April 17, 2021; and

WHEREAS, the Parties entered into the Agreement between the CITY and KIMLEY-HORN AND ASSOCIATES, INC. on July 6, 2021 hereinafter referred to as the "Original Agreement" and attached hereto as Exhibit "1"; and

WHEREAS, the Parties entered into a First Renewal Agreement on _____, and such Agreement expires on July 06, 2024; and

WHEREAS, the CITY determined the services and performance of DESIGN ENGINEER effectively met the goals and objectives of the CITY and performed well under the Original Agreement; and

WHEREAS, the Parties now mutually desire to extend the Original Agreement for an additional year as per provided.

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 DESIGN ENGINEER agree to the terms and conditions of the Original Agreement dated July 6, 2021.
3. **TERM.** The CITY and DESIGN ENGINEER agree to exercise the second one-year renewal period provided under Section 1 ("Term") of the Original Agreement, extending the terms and conditions effective there of to July 6, 2024, and extending until July 6, 2025.
4. **SCOPE OF WORK.** The Scope of Work attached as an exhibit in the Original Agreement is hereby rescinded and replaced in its entirety with Exhibit "A", attached hereto and incorporated herein by reference.
5. **Effective Date.** The effective date of this Second Renewal of the Agreement between the CITY and **KIMLEY-HORN AND ASSOCIATES, INC.** is July 6, 2024.

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.

KIMLEY-HORN AND ASSOCIATES, INC.

By: [Signature]

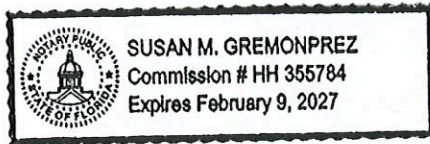
Title: Vice President

Date: 6/11/2024

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 11th day of June, 2024, by means of ☒ physical presence or ☐ online notarization by Hao Chay as Vice President for KIMLEY-HORN AND ASSOCIATES, INC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]
Print Name: Susan M Gremontprez
My Commission Expires: 02-09-2027

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 1
ORIGINAL AGREEMENT

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **KIMLEY-HORN AND ASSOCIATES, INC.** whose address is 421 Fayetteville St. Suite 600, Raleigh, North Carolina 27601, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 **KIMLEY-HORN AND ASSOCIATES, INC.** is qualified to provide the services and desires to award a continuing services contract to DESIGN 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 DESIGN 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 DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN 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 DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER'S services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN

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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER shall be entitled to additional compensation. The additional compensation shall be requested by the DESIGN ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

KIMLEY-HORN AND ASSOCIATES, INC.

Nicole R. Heck, P.E., Project Manager

189 S. Orange Avenue, Suite 1000

Orlando, FL 32801

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the

DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the

DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

- 8.6.2 If the aggregate time of the CITY's suspension or suspensions of the DESIGN ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the DESIGN ENGINEER and the CITY shall, upon request of the DESIGN 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 DESIGN ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the DESIGN ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the DESIGN ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the DESIGN 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 ENGINEER 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 ENGINEER and other persons employed or utilized by the design professional in the performance of the contract.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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 DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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 DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.

- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN 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 DESIGN ENGINEER shall perform its services in accordance with the professional standard of care. The standard of care applicable to DESIGN 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 DESIGN ENGINEER's performance of services, and it is agreed that the DESIGN ENGINEER is not a fiduciary with respect to the CITY.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 DESIGN 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 FS 558.0035, EMPLOYEES OF DESIGN ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

(Signature page to follow)

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

KIMLEY-HORN AND ASSOCIATES, INC.

By: Lindsey A. Tercilla, Esq.

Nicole Hech

Title: In-House Counsel

Project Manager

Date: 06/22/2021

06/22/2021

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____, as _____ of _____, Inc. a Florida corporation, who is
personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____



Attest

Linda Hansell

Linda Hansell, City Clerk

CITY OF KISSIMMEE

Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Approved as to form and legality

Olga Sanchez Fuentes
City Attorney

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

KIMLEY-HORN AND ASSOCIATES, INC.

By: L. Tercilla, Esq. *Nicole Hech*

Title: In-House Counsel Project Manager

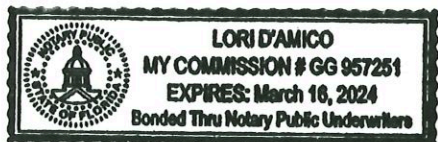
Date: 7/9/21 07/09/21

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 9 day of July, 2021, by Lindsey Tercilla as In-House Counsel of Kimley-Horn and Associates, Inc. a Florida corporation, who is personally known to me or has produced identification. *means of + physical presence* *North Carolina*

Notary Seal: Lori D'Amico

Print Name: Lori D'Amico
My Commission Expires: March 16, 2024



CITY OF KISSIMMEE

Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell, City Clerk

Approved as to form and legality

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.	
Previous Contract Total Dollars:	\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	
\$	

Accepted By: _____ (signature)	Requested By: _____ (signature)
Title/Position: _____	Approved By: _____ (signature)
PW Director: _____ (signature)	City Commission Approval Date: _____
Approved as to Form and Legality: _____ (signature)	

EXHIBIT C
HOURLY RATE SCHEDULE

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 DESIGN 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 DESIGN 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.

Kimley-Horn and Associates, Inc.

Hourly Rate Schedule

Classification	<i>Rate</i>
Principal-in-Charge	\$280.00
Senior Engineer	\$255.00
Senior Planner	\$225.00
Chief Landscape Architect	\$240.00
Senior Landscape Architect	\$165.00
Professional	\$160.00
Analyst	\$125.00
Senior CADD Operator	\$145.00
Secretary/Clerical	\$90.00

EXHIBIT A
NEW SCOPE OF WORK

EXHIBIT A NEW SCOPE OF WORK

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

**AGREEMENT BETWEEN CITY OF KISSIMMEE
AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 6th day of July, 2021 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 **KIMLEY-HORN AND ASSOCIATES, INC.** whose address is 421 Fayetteville St. Suite 600, Raleigh, North Carolina 27601, hereinafter "DESIGN ENGINEER" and each represent as follows:

WITNESSETH

WHEREAS, it is in the best interest of the City to retain competent and qualified firms to provide future professional engineering services on-going general engineering services to include, but not limited to, the design of roadway, pedestrian and bicycle paths, intersections, drainage projects, and other related tasks as may be assigned by the City, such services hereinafter referred to as "ASSIGNMENT"; and

WHEREAS, the CITY advertised RFQ 2021- 003, titled "Continuing Contract for Engineering 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 **KIMLEY-HORN AND ASSOCIATES, INC.** is qualified to provide the services and desires to award a continuing services contract to DESIGN 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 DESIGN 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 DESIGN ENGINEER, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, the DESIGN 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 DESIGN ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the CITY for prior approval. Key engineering 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 DESIGN ENGINEER acknowledges that the CITY has retained other design engineers, engineering and otherwise, and that coordination between said design engineers and the DESIGN ENGINEER may be necessary from time to time for the successful completion of the Assignments. The DESIGN ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in Exhibit "A".

- 1.4 The DESIGN 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 the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the DESIGN 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 DESIGN 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 DESIGN 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 two (2) years with three (3) optional one year extensions.

SECTION 2. SCOPE OF SERVICES

The DESIGN 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 DESIGN ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The DESIGN ENGINEER agrees to perform those engineering services described in "EXHIBIT A - SCOPE OF ENGINEERING SERVICES" which is attached hereto and made a part hereof. Services to be provided by the DESIGN 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 DESIGN ENGINEER describing the services desired and providing a basis for compensation to the DESIGN ENGINEER.

2.2 SPECIAL ENGINEERING SERVICES

The CITY and the DESIGN ENGINEER agree that there may be certain additional services required to be performed by the DESIGN 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 DESIGN 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 FORM", 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 DESIGN ENGINEER:

- 3.1 Furnish the DESIGN 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 DESIGN 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 DESIGN ENGINEER.
- 3.2 Make CITY personnel available where required and necessary to assist the DESIGN ENGINEER. The availability and necessity of said personnel to assist the DESIGN ENGINEER shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for the DESIGN ENGINEER to enter upon public lands and assist the DESIGN ENGINEER in gaining access to private lands as required for the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of the DESIGN ENGINEER'S services, or become aware of any issue or changes necessary to the work of the DESIGN ENGINEER.
- 3.7 Following the DESIGN 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 DESIGN 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 DESIGN 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 CONSULTANT 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 DESIGN ENGINEER and DESIGN

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 CONSULTANT 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 DESIGN ENGINEER'S services and for reimbursable expenses shall be made monthly upon presentation of the CONSULTANT'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 DESIGN ENGINEER will be notified of any questionable items contained in invoices submitted by the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, the DESIGN ENGINEER shall be entitled to additional compensation. The additional compensation shall be requested by the DESIGN ENGINEER on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER is delayed due to no fault of the DESIGN ENGINEER, which delays the completion of any Addendum of the Assignment, the DESIGN ENGINEER shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

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

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for DESIGN 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 his 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 his designated representative, shall have the following responsibilities:

6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the DESIGN 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 DESIGN 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 DESIGN ENGINEER whenever the CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following the DESIGN 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

KIMLEY-HORN AND ASSOCIATES, INC.

Nicole R. Heck, P.E., Project Manager

189 S. Orange Avenue, Suite 1000

Orlando, FL 32801

SECTION 7. CHANGES IN SCOPE

The CITY or the DESIGN ENGINEER may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of DESIGN ENGINEER's compensation for any Addendum pursuant to Section 4.0 - Compensation, which are mutually agreed upon by and between the CITY and the DESIGN 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 DESIGN ENGINEER as a direct result of the DESIGN ENGINEER's failure to perform; or
- 8.1.2 The quality of the services performed by the DESIGN 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 DESIGN ENGINEER or any employee or agent of the DESIGN 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 DESIGN ENGINEER, or
- 8.1.4 The DESIGN ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The DESIGN 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 DESIGN ENGINEER requesting that the

DESIGN 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 DESIGN ENGINEER of said show cause notice, the CITY may consider the DESIGN ENGINEER to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY DESIGN ENGINEER FOR CAUSE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER within fifteen (15) days of the receipt by the CITY of said show cause notice, then the DESIGN 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 DESIGN 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 DESIGN ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the DESIGN 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 DESIGN ENGINEER, the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER's services hereunder, the CITY shall so notify the

DESIGN ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the DESIGN ENGINEER, and the CITY shall promptly pay to the DESIGN ENGINEER all fees which have become due and payable to the DESIGN ENGINEER to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the DESIGN ENGINEER for the suspended services unless and until the CITY notifies the DESIGN ENGINEER that the services of the DESIGN ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the CITY that the DESIGN ENGINEER's services hereunder are to be resumed, the DESIGN ENGINEER shall complete the services of the DESIGN ENGINEER called for in this Agreement and the DESIGN ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the DESIGN 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 DESIGN ENGINEER under this Agreement unless and until the DESIGN ENGINEER has attained that state of work where the same would be due and payable to the DESIGN ENGINEER under the provisions of this Agreement.

- 8.6.2 If the aggregate time of the CITY's suspension or suspensions of the DESIGN ENGINEER's services under any Addendum of this Agreement exceeds sixty (60) days, then the DESIGN ENGINEER and the CITY shall, upon request of the DESIGN 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 DESIGN ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the DESIGN ENGINEER for the balance of the services to be performed hereunder. No increase in compensation to the DESIGN ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the DESIGN 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 ENGINEER 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 ENGINEER and other persons employed or utilized by the design professional in the performance of the contract.

9.2 INSURANCE

The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER.

Said Professional Liability Insurance shall provide for all sums which the DESIGN ENGINEER shall be obligated to pay as damages for claims arising out of the service performed by the DESIGN ENGINEER, or any person or subconsultant employed by the DESIGN 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 DESIGN ENGINEER under the scope of this Agreement including any amendment thereto.

9.2.5 The DESIGN 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 DESIGN ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10. NEGOTIATION DATA

The DESIGN 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 DESIGN ENGINEER's compensation under this Agreement may be adjusted to exclude any significant sums where the CITY determines the DESIGN 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 DESIGN 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 DESIGN ENGINEER. The DESIGN ENGINEER may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by the DESIGN 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 DESIGN ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the DESIGN ENGINEER; and the CITY shall indemnify and hold harmless the DESIGN 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 DESIGN ENGINEER will entitle the DESIGN ENGINEER to further compensation at rates to be agreed upon by the CITY and the DESIGN ENGINEER.

Any documents given to or prepared or assembled by the DESIGN 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 DESIGN ENGINEER may maintain copies of all work performed under this Agreement for the CITY.

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

SECTION 12. STANDARDS OF CONDUCT

- 12.1 The DESIGN ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGN ENGINEER, to solicit or secure this Agreement and that the DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN ENGINEER, or any interest in property which the DESIGN ENGINEER may have. The DESIGN 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 DESIGN ENGINEER to remove any employee or representative of the DESIGN 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 DESIGN ENGINEER in writing of the CITY's objections prior to the DESIGN ENGINEER's removal of any employee or representative.

- 12.5 The DESIGN ENGINEER shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13. ACCESS TO RECORDS/AUDIT

- 13.1 The DESIGN 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 DESIGN 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 DESIGN ENGINEER's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 13.2 The DESIGN 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.

SECTION 14. CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by the DESIGN 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 DESIGN ENGINEER shall perform its services in accordance with the professional standard of care. The standard of care applicable to DESIGN 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 DESIGN ENGINEER's performance of services, and it is agreed that the DESIGN ENGINEER is not a fiduciary with respect to the CITY.
- 14.2 The DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 DESIGN 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 - ADDENDUM FORM

EXHIBIT C - HOURLY RATES SCHEDULE

EXHIBIT D - TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

EXHIBIT E - PROJECT STAFFING CHART

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 DESIGN 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 FS 558.0035, EMPLOYEES OF DESIGN ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

(Signature page to follow)

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

KIMLEY-HORN AND ASSOCIATES, INC.

By: Lindsey A. Tercilla, Esq.

Nicole Hech

Title: In-House Counsel

Project Manager

Date: 06/22/2021

06/22/2021

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by _____, as _____ of _____, Inc. a Florida corporation, who is
personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____



Attest

Linda Hansell
Linda Hansell, City Clerk

CITY OF KISSIMMEE

Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner

Approved as to form and legality

Olga Sanchez Fuentes
City Attorney

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

KIMLEY-HORN AND ASSOCIATES, INC.

By: L. Tercilla, Esq. *Nicole Hech*

Title: In-House Counsel Project Manager

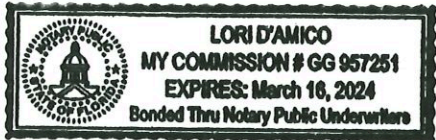
Date: 7/9/21 07/09/21

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 9 day of July, 2021, by Lindsey Tercilla as In-House Counsel of Kimley-Horn and Associates, Inc. a Florida corporation, who is North Carolina personally known to me or has produced identification.

Notary Seal: Lori D'Amico

Print Name: Lori D'Amico
My Commission Expires: March 16, 2024



CITY OF KISSIMMEE

Olga Gonzalez, Mayor-Commissioner

Attest

Linda Hansell, City Clerk

Approved as to form and legality

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Under this continuing services contract the DESIGN ENGINEER will provide a range of professional engineering services including, but not limited to, the design of roadways, pedestrian and bicycle paths, intersections and drainage projects as well as signalization design, traffic engineering studies, permitting and construction inspection/administration. The work performed may include engineering studies, permit applications, cost estimates, the preparation of complete construction documents, including surveying, permitting and shop drawing review. The DESIGN ENGINEER will be issued Work Orders with a description of the work to be performed as well as a listing of the deliverables the DESIGN ENGINEER will provide the CITY. Based on this Work Order, as well as scoping meetings and negotiations, the DESIGN ENGINEER will provide a price proposal to the CITY for price negotiation. The price proposal shall be submitted in a format specified by the CITY.

The initial contract period for the Continuing Services Contract will be two (2) years with three (3) optional one-year extensions.

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee continuing services agreement with _____ _____ the following described work order/change(s) are agreed to 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 of compensation) method in accordance with the Work Order/Agreement, 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 this fully executed Addendum.	
Previous Contract Total Dollars:	\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	
\$	

Accepted By: _____ (signature)	Requested By: _____ (signature)
Title/Position: _____	Approved By: _____ (signature)
PW Director: _____ (signature)	City Commission Approval Date: _____
Approved as to Form and Legality: _____ (signature)	

EXHIBIT C
HOURLY RATE SCHEDULE

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 DESIGN 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 DESIGN 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.

Kimley-Horn and Associates, Inc.

Hourly Rate Schedule

Classification	<i>Rate</i>
Principal-in-Charge	\$280.00
Senior Engineer	\$255.00
Senior Planner	\$225.00
Chief Landscape Architect	\$240.00
Senior Landscape Architect	\$165.00
Professional	\$160.00
Analyst	\$125.00
Senior CADD Operator	\$145.00
Secretary/Clerical	\$90.00

ITEM 7.L

First Amendment to the Kissimmee Utility Authority Line Extension Agreement for the Haven on Vine

Request

Approval for the Mayor to execute the First Amendment to the Kissimmee Utility Authority (KUA) Line Extension Agreement (contract #20250105) for the Haven on Vine project.

Explanation

On January 21, 2025, the City Commission approved an agreement with Kissimmee Utility Authority (KUA) for the extension of KUA's electric system, intended to increase electrical service capacity to support the planned development. That agreement covered only a portion of the total project (\$140,390.52). Additional agreements, consistent in form and scope, were subsequently executed by the City Manager pursuant to his signature authority.

It has since been determined that the total cost of the KUA Line Extension project—\$281,332.25—will now be fully funded through the Community Development Block Grant (CDBG) program, rather than through a combination of CDBG and state funds.

Because the original agreements utilized KUA's standard contract forms, they did not include the required federal provisions and regulatory language mandated under the CDBG program. As a result, an amendment is necessary to incorporate all applicable CDBG provisions to ensure full regulatory compliance for federal funding.

This amendment does not alter the scope of work or the total cost but is required to meet federal funding guidelines.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
1511016-506292	HAVENHL205	Increase	\$140,390.52	\$140,390.52
11125106-506292	CM2408 (String: Line Extension)	Decrease	\$281,332.25	\$140,390.52

Financial Summary:

There is no fiscal impact on the General Fund since this is a grant funded project.

Recommendation

Approval for the Mayor to execute the First Amendment to the KUA Line Extension Agreement for the Haven on Vine project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) 1st Amendment - to KUA agreement

**FIRST AMENDMENT TO THE KUA LINE EXTENSION AGREEMENT BETWEEN
THE CITY OF KISSIMMEE, FLORIDA
AND
KISSIMMEE UTILITY AUTHORITY**

This **First Amendment to the KUA** (hereinafter referred to as the “First Amendment”) is entered into on January 21, 2025, by and between the **City of Kissimmee**, a Florida municipal corporation with a principal address of 101 Church Street, Florida 34741 (hereinafter referred to as “City”) and **Kissimmee Utility Authority**, a public power utility company, with a mailing address of 1701 W Carroll Street, Kissimmee, FL 34741 (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, on January 21, 2025 City and Contractor entered into the KUA Line Extension Agreement to install pad mount transformers, a junction box, and single phase and three phase primary and for conduit installation services for the property located at 1555 Hollywood Street (The Haven Phase 1B)(the “Original Agreement”); and

WHEREAS, the City and Contractor have subsequently agreed to install underground facilities for a new three phase loop and conduit installation at 1555 Hollywood Street (The Haven Phase 1B- East) and to install a 150kva pad mount transformer and three phase primary and conduit installation at 1815 W. Vine Street (The Haven Phase 1A) (hereinafter collectively referred to as the “Project”); and

WHEREAS, the Project is subsidized by federal funds awarded by the United States Department of Housing and Urban Development (“HUD”) under the Community Development Block Grant Program (CDBG); and

WHEREAS, therefore, applicable federal regulations must be adhered to in order to receive prompt payment for work done under the CDBG Program; 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. All references in the Contract to 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 – including but, not limited to: 2 CFR Part 200, 2 CFR § 184, 24 CFR Part 75, 29 CFR Part 1, 3, 5, 6, and 7, Public Law No. 117-58.
2. Amend the Agreement to include Exhibit A, B, C, D, and E, and to incorporate therein.
3. All of the provisions on the original contracts remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the KUA Line Extension Agreement, each upon the date set forth next to his/her name.

CONTRACTOR:

Kissimmee Utility Authority, a public power company

By:  _____
Larry Mattern
cn=Larry Mattern,
email=lrmattern@kua.com, c=US
2025.07.02 14:49:57 -04'00'

Date: 07/02/25

CITY:

CITY OF KISSIMMEE, a Florida municipal corporation

By: _____
Jackie Espinosa, Mayor

ATTEST:

Tameara Crespo, City Clerk

Date: _____

EXHIBIT “A”

CDBG Program Requirements

CONTRACTOR, in addition to the terms set forth in the Contract, shall operate the Project and its financial activities in accordance with 2 CFR part 200, subpart D and subpart E, which includes but is not limited to, the following:

In accordance with 2 CFR §200.302 and .303, **CONTRACTOR**'s financial management system must provide for the following: identification of awards, financial reporting, accounting records (source docs), internal control, budget control, written cash management procedures, and written allowability procedures. A brief summary of what is required is as follows:

- a. Identification- As described in 2 CFR §200.302, identification, in its accounts, of all federal awards received and expended and the federal programs under which they were received. Federal program and federal award identification must include, as applicable, the CFDA title and number, federal (HUD) award identification number, fiscal year of award, name of the federal agency (i.e. HUD as the awarding agency), and name of the pass-through entity. All CDBG funds received by the **CONTRACTOR** from the City under the CDBG program shall be kept in accounts separate and apart from all other funds and accounts of **CONTRACTOR**.
- b. Financial reporting – As described in 2 CFR §200.302, accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with §200.327 and §200.328.
- c. Internal controls – As described in 2 CFR §200.302, **CONTRACTOR** shall establish and maintain effective control over, and accountability for, all funds, property, and other assets. **CONTRACTOR** must adequately safeguard all assets and assure that they are used solely for authorized purposes. As described in 2 CFR §200.303, **CONTRACTOR** must establish and maintain effective internal control over the U.S. Department of Housing and Urban Development (HUD) – Community Development Block Grant (CDBG) funds and assets that provides reasonable assurance that **CONTRACTOR** is managing the federal award in compliance with the federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States (known as the “Green Book”) or the “Internal Control Integrated

Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). **CONTRACTOR** must also take reasonable measures to safeguard protected personally identifiable information and other information HUD or the City designates as sensitive or is sensitive under applicable federal, state, or local laws regarding privacy and obligations of confidentiality. Records must also be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the City’s Housing and Community Development Division staff, the Inspector General, and HUD officials and others who may be authorized to examine such records. **CONTRACTOR** must also have an organization chart that sets forth the actual lines of responsibility for HUD awards. Also, duties and responsibilities must be segregated, so that no one individual has complete authority over a financial transaction.

- d. Accounting records - **CONTRACTOR**’s accounting records must adequately identify the source and application of funds for the CDBG funded activity. These records must be supported by source documentation and contain information pertaining to federal awards, authorizations, obligations, unobligated balances, assets and liabilities, expenditures, program income and interest. **CONTRACTOR** shall establish and maintain separate accounting records for the activities of this Project with sufficient documentation to identify the associated expenditures.

Accounting systems and related records of **CONTRACTOR** shall comprise the following at a minimum:

1. Voucher system – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
2. Books of Original Entry – a Chart of accounts (list of names and numbering system for the individual accounts), Cash receipts journal, cash disbursements journal, general ledger, payroll journal.
3. Personnel Records – A separate personnel file shall be maintained for each CDBG project employee paid with CDBG funds. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
4. Personnel Activity Reports – “Personnel Activity Reports” shall be maintained for all personnel paid with CDBG funds that are involved in operating a CDBG funded program. All personnel activity reports must be signed by the employee and the employee’s supervisor. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of leave taken (annual, sick or other), shall be

disclosed. For any position that is fully or partially paid for by CDBG funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.

5. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. All personnel activity reports must be signed by the employee and the employee's supervisor. Such records shall disclose each employee's name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the Budget submitted to the City's Housing and Community Development Department. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources will be supported by appropriate time distribution records. Actual time distribution records shall be available for review by the Housing and Community Development Department at monitoring visits.

6. Checking Accounts – A monthly bank reconciliation shall be conducted by **CONTRACTOR**. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

7. Purchasing Practices – Purchasing practices shall be in accordance with 2 CFR part 200. **CONTRACTOR** must provide documentation indicating how all vendors, subcontractors, minority and/or women owned businesses are given an opportunity to participate in compliance with 2 CFR §200.321.

8. Inventories – **CONTRACTOR**, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

9. Property Records – **CONTRACTOR** is required to maintain formal subsidiary records to control all CDBG program project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year. Reports must be submitted annually on the status of any real property assisted with CDBG funds in the format requested by the City.

10. Budget Control – **CONTRACTOR** shall have a comparison of expenditures with budget amounts for each federal (HUD) award. The **CONTRACTOR** should maintain records in an orderly manner, with separate identification for different Federal fiscal periods.

11. Written Cash Management Procedures – **CONTRACTOR** must maintain written procedures to implement the requirements of §200.305 (Payment).

12. Written Allowability Procedures – **CONTRACTOR** must maintain

written procedures for determining the allowability of costs in accordance with Subpart E (Cost Principles in 2 CFR 200) and the terms and conditions of the federal award. In accordance with 2 CFR §200.403, all costs must be necessary, reasonable, and allocable; conform with federal law and the grant terms; consistent with state and local policies; consistently treated (federal and non-federal); in accordance with Generally Accepted Accounting Principles; not included as match for other federal programs, and adequately documented.

- e. Comparison of expenditures with budget amounts for each federal award.

EXHIBIT "B"

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 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.

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 **CONTRACTORS** and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a **CONTRACTOR** debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon **CONTRACTORS** and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the 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.

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: _____

EXHIBIT "C"

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

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 **CONTRACTORS**, 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.

EXHIBIT "D"

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: Kissimmee Utility Authority

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: _____

EXHIBIT “E”

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 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: _____

ITEM 7.M

Interest Rate Lock Agreement for Airport Ground and Build to Suit Lease

Request

This request is for Commission approval to authorize the City Manager to execute a rate lock agreement (#20250322) with TD Bank after the Ground and Build to Suit Lease Agreement for Cirrus has been fully executed.

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. In June 2025, the Commission approved the Ground and Build to Suit Lease Agreement with Cirrus Design Corp. at Kissimmee Gateway Airport authorizing the City Manager to execute the final agreement, upon approval by Cirrus and finalization of the contract exhibits.

Subsequent to the action taken by the Commission, staff has been working with Toby Wagner, the City's Financial Advisor, and Bryant Miller Olive, bond counsel (City's financing team) to determine the best financing plan. In April 2025, the City issued RFQ 2025-002 and received 3 responsive bidders. The City's financing team has deemed it best to proceed with TD Bank. Construction for the facilities is projected to not exceed \$20 million and capitalized interest costs at \$2 million for a total loan of \$22 million. The closing date for the loan is anticipated to be in late October/early November 2025. As such, the next step in this process is to enter into a rate lock agreement until closing. A resolution to issue a loan for the project will be brought back at a later date. Toby Wagner, Financial Advisor, and the City's bond counsel have reviewed the agreement.

Recommendation

Staff recommends Commission approval authorizing the City Manager to execute the rate lock agreement with TD Bank after the Ground and Build to Suit Lease Agreement for Cirrus has been fully executed.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. Interest_Rate_Lock_Agreement_-_Non-Tax_Exempt (1)



TD Bank, N.A.
Robert Catoe
2307 West Kennedy Blvd., 2nd Floor
Tampa, Florida 33618

Telephone No.: 813-250-3069
Fax No.: 813-258-5622

July 8, 2025

RE: City of Kissimmee

City of Kissimmee
Attn: Tavia Ritchie
101 Church Street
Kissimmee, FL 34741

RE: Interest Rate Lock Agreement

Dear Tavia Ritchie,

In connection with a request for business purpose financing, City of Kissimmee, Florida (the "Proposed Borrower") has requested that TD Bank, N.A. (the "Bank") fix an interest rate to be applicable to a proposed commercial loan (the "Proposed Loan") in accordance with that certain Term Sheet accepted by the Proposed Borrower dated as of the date hereof, a true copy of which is attached hereto as Exhibit A (the "Term Sheet"), subject to (i) Proposed Borrower's satisfaction all of the conditions of the Term Sheet and (ii) actual funding of the Proposed Loan, in each case, on or before the Interest Rate Agreement Disbursement Date, as described in the Schedule attached hereto (the "Schedule").

The Bank is pleased to offer the Proposed Borrower this agreement to provide a fixed interest rate subject to the terms and conditions set forth herein and outlined in the Schedule, the terms of which are incorporated herein (this "Interest Rate Lock Agreement").

This Interest Rate Lock Agreement shall become effective upon the Bank's receipt of an executed counterpart of this Interest Rate Lock Agreement and payment in full of the Rate Hold Deposit, as defined in the Schedule (the date upon which such conditions are satisfied being the "Effective Date"), provided however, if, at any time prior to the Effective Date, there occurs any increase of more than 0.05% in the yield of United States Treasury securities, the offer to enter into this Interest Rate Lock Agreement shall terminate.

Except as expressly provided herein, this Interest Rate Lock Agreement does not supersede, amend, or in any way supplant the Term Sheet or any definitive loan documentation that may govern the Proposed Loan. This Interest Rate Lock Agreement is not to be deemed, by itself as a commitment to lend, or to be an amendment of any of the conditions or other terms of the Proposed Loan or any other proposed financing which the Bank requires the Proposed Borrower to meet in connection with the Proposed Loan or any other credit facilities. This Interest Rate Lock Agreement is intended only to establish the Interest Rate to be charged on the Proposed Loan in the event

Interest Rate Lock Agreement

Page 2 of 4

July 8, 2025

that the Proposed Loan is actually funded on or before the Interest Rate Agreement Disbursement Date, all in accordance with the Term Sheet.

Proposed Borrower agrees to act and negotiate in good faith to consummate the closing of the Proposed Loan prior to the expiration of the Interest Rate Agreement Disbursement Date, including, without limitation, (a) satisfying all of the terms and conditions of the Term Sheet, (b) providing to the Bank, promptly upon request therefor, all materials reasonably requested by Bank and (c) executing final loan documents and other agreements satisfactory to the Bank.

This Interest Rate Lock Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement. Delivery of an executed counterpart of this Interest Rate Lock Agreement by fax or email shall be equally as effective as delivery of an original executed counterpart of this Interest Rate Lock Agreement. This Interest Rate Lock Agreement and the Term Sheet constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersede all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter. This Interest Rate Lock Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and the Bank shall be entitled to rely thereon) until released in writing by the Bank. The Bank may transfer and assign this Interest Rate Lock Agreement and deliver it to the assignee, who shall thereupon have all of the rights of the Bank; and the Bank shall then be relieved and discharged of any responsibility or liability with respect to this Interest Rate Lock Agreement. The Proposed Borrower may not assign or transfer any of its rights or obligations under this Interest Rate Lock Agreement. This Interest Rate Lock Agreement may not be amended without the express written consent of the parties.

We ask that if you wish to accept this Interest Rate Lock Agreement, please do so by signing and returning the attached duplicate copy of this letter together with the Rate Hold Deposit, to the undersigned. This offer will expire if not accepted in writing and received by the Bank, together with the Rate Hold Deposit, on or before <time>, <day>, <month>, <year>.

TO: TD BANK, N.A.:

«ACCOUNT_X» hereby accepts the terms as indicated above this _____ day of _____, 20____.

Signature

Signature

Print Signing Officer Name & Position

Print Signing Officer Name & Position

SCHEDULE TO INTEREST RATE LOCK AGREEMENT

FIXED INTEREST RATE:	%	
INTEREST RATE AGREEMENT DISBURSEMENT DATE:	November 4, 2025, or such later date as the Bank in its sole discretion, may designate in writing.	
FIXED RATE TERM:	A term commencing on the initial disbursement of the Proposed Loan and ending on October 1, 2025.	
INTEREST RATE LOCK AGREEMENT TERM:	This Interest Rate Lock Agreement shall terminate on the earliest of the Interest Rate Agreement Disbursement Date, the occurrence of a Breakage Event or the closing and funding of the Proposed Loan.	
RATE HOLD DEPOSIT:	0% of the principal of the Proposed Loan as set forth in the Term Sheet, payable to the Bank at the time of acceptance of this Interest Rate Lock Agreement. The Rate Hold Deposit will be refundable in full in the event that the Proposed Loan is actually closed and funded on or before the Interest Rate Agreement Disbursement Date. The Rate Hold Deposit will not be segregated by the Bank and may be commingled with other funds of the Bank, and the Proposed Borrower will not be entitled to receive any interest thereon.	
BREAKAGE EVENTS:	(a) Proposed Borrower opts not to close the Proposed Loan on or before Interest Rate Agreement Disbursement Date for any reason, or (b) The Proposed Loan does not close and fund on or before Interest Rate Agreement Disbursement Date because of any failure of any the conditions set forth in the Term Sheet	
BREAKAGE FEE:	In the event that a Breakage Event occurs, the Proposed Borrower shall pay to the Bank a fee, calculated as provided herein, which shall be due and payable by the Borrower in the amount calculated herein upon receipt of the Settlement Statement. The Proposed Borrower acknowledges that the Bank may incur fees and other costs in the event that the Proposed Loan does not close and agrees that the Breakage Fee is a reasonable and appropriate method of calculating liquidated damages associated with any Breakage Event. Proposed Borrower understands and agrees that the Bank is under no obligation to give, and will not give, Borrower the benefit of any decline in interest rates subsequent to the Bank's locking of the interest rate hereunder.	
	BREAKAGE FEE AMOUNT:	The <i>greater of</i> the Interest Rate Differential Fee or the Rate Hold Deposit.
	INTEREST RATE DIFFERENTIAL FEE:	The amount calculated as follows: the Base Index Rate, minus the Index Rate on the date of the Breakage Event, plus the Forward Premium. If the rate difference is positive, it is then multiplied by the amount of the Proposed Loan not disbursed. This resulting annual amount is then multiplied by the Fixed Rate Term. The Interest Rate Differential Fee shall be calculated by the Bank in accordance with its customary practices and the Bank's calculation shall be conclusive absent manifest error.
	BASE INDEX RATE:	The Treasury Constant Maturities Rate published two (2) Federal Reserve Banking Days prior to the date of this Interest Rate Lock Agreement.
	FEDERAL RESERVE BANKING DAYS:	Any day other than a Saturday or Sunday that is neither a legal holiday nor a day on which the Federal Reserve is authorized or required by law, regulation or executive order to close.
	FORWARD PREMIUM:	0%.
	INDEX RATE:	The Treasury Constant Maturities Rate two (2) Federal Reserve Banking Days prior to the date of a Breakage Event.
	SECURITY:	Payment of the Breakage Fee shall be secured by the Rate Hold Deposit. Upon acceptance of this Interest Rate Lock Agreement,

		Proposed Borrower hereby grants to the Bank a security interest in the Rate Hold Deposit, to be held by Bank or held in a deposit account of the Proposed Borrower maintained with the Bank, plus such other additional collateral as may be requested by the Bank in its discretion, including, without limitation, additional cash collateral, a hold on existing deposits, or a hold or draw upon on an existing line of credit.
	SETTLEMENT:	Following the occurrence of a Breakage Event, the Bank shall promptly issue to the Proposed Borrower a settlement statement setting forth the Breakage Event and the Breakage Fee (the "Settlement Statement") and the Bank's calculation of the Breakage Fee set forth therein shall be conclusive evidence of the amount of such fee absent manifest error; and the Bank may, in addition to any rights of a secured party or other rights or remedies under applicable law, set off the amount of the Breakage Fee from the Rate Hold Deposit and/or any other deposit account or other accounts of the Proposed Borrower with the Bank.
	TREASURY CONSTANT MATURITY RATE:	The Treasury constant maturity rate with a maturity closest to the Fixed Rate Remaining Term as published on the Federal Reserve Board website (currently: www.federalreserve.gov/releases/h15/), or another recognized electronic source, or other comparable rate selected by the Bank in its sole discretion, or, in the discretion of the Bank, the reference or other rate then designated by the Bank for general commercial loan reference purposes, it being understood that such rate is a reference rate, not necessarily the lowest, established from time to time, which serves as the basis upon which effective interest rates are calculated for loans making reference thereto.

ITEM 8.A

2025 Policy Agenda Review - Planning and Zoning Division Operations

Request

Commission direction on enhancing Planning and Zoning Division operations and activities.

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 evaluating the City's Planning and Zoning Division, making recommendations, and proposing steps for implementing improvements and updates.

Please note: This Agenda Priority also includes the Building and Fire Prevention Division. The Building and Fire Prevention Division portion of the priority was discussed at the City Commission meeting on June 17, 2025.

To begin this process, Planning Manager Brenda Ryan will present an overview of the Planning and Zoning 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 State Statute, the City's Land Development 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 Planning and Zoning'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 to align with Commission priorities.

Recommendation

City Commission's direction on next steps regarding Planning and Zoning operations and activities.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: Development Services

Presenter:

Attachment(s):

None

ITEM 8.B

Florida League of Cities Voting Delegate 2025

Request

To designate a voting delegate for the Florida League of Cities Annual Conference being held August 14-16, 2025 at the Signia by Hilton Orlando Bonnet Creek in Orlando.

Explanation

The Florida League of Cities Annual Conference includes an Annual Business Meeting where critical decisions, including the election of League Leadership and adoption of resolutions, will be made. Therefore, it is essential to designate one Commissioner as the voting delegate for the City of Kissimmee.

Recommendation

Designate one official to cast our municipality's vote during the Annual Business Meeting on August 16, 2025.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. 2025 Voting Delegate Memo



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 17, 2025

Subject: 2025 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Signia by Hilton Orlando Bonnet Creek in Orlando, Florida, from August 14-16, 2025. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate one elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 16, 2025**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2025.

Attachments: Form Designating Voting Delegate



**2025 Annual Conference
Florida League of Cities, Inc.
August 14-16, 2025
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2025.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com

ITEM 8.C

Advisory Board Vacancy: Police Pension Board

Request

The Commission is requested to make an appointment to fill a vacancy on the Police Pension Board.

Explanation

Police Pension Board Member Lisandra Roman has notified the City that she no longer wishes to serve on the board and must resign. Ms. Roman's term is set to expire on September 30, 2026. Staff requests the new appointee fulfill the remainder of her term. Seat #5 has been assigned to this vacancy.

Commissioner Rotation:	Commissioner Appointment Expires:	Advisory Board:	Board Term Expires:	Requirements:
Seat # 5 - Mayor Espinosa <i>*1 application on file</i>	08/18/2025	Police Pension Board	09/30/2026	Member must be a city resident.

Recommendation

The Commission is requested to make an appointment to fill a vacancy on the Police Pension Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Roman Resignation (PPB)
2. PPB Applicant - Kristen Camero - City Resident

Tameara Crespo

From: Lisandra Roman <lisandraroman0@gmail.com>
Sent: Monday, June 16, 2025 1:51 PM
To: Tameara Crespo; Mike Steigerwald; Linda Gomez
Subject: Re: Resignation from Police Pension Board

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

Lisandra Roman

711 S. Emory Avenue

Kissimmee, Fl 34741

lisandraroman0@gmail.com

407-694-8029

6/10/25

Kissimmee Police Pension Board

101 Church Street

Kissimmee Fl 34741

Dear Members , City Manager , commissioners and staff of the Kissimmee Police Pension Board,

I am writing to formally announce my resignation from the Kissimmee Police Pension Board, effective 6/10/25. After ten years of service, I have decided to step down as I have fulfilled my tenure responsibilities.

It has been an honor to serve on this board and contribute to the well-being of our police community. I am grateful for the experiences and the opportunity to serve alongside such dedicated professionals.

Thank you , God Bless

Lisandra Roman

Advisory Board Application



Submitted on	16 December 2024, 2:04PM
Receipt number	14
Related form version	8

Applicant Information

First Name	Kristen
Last Name	Camero
Street Address	2712 Herons Landing Drive
City	Kissimmee
State	FL
Zip Code	34741
Phone	4078026980
Email	kristencamero@yahoo.com
Name of Employer	Strategic Education
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?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	
State of Business Owned/Operated by Applicant	
Zip Code of Business Owned/Operated by Applicant	

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Historic Preservation Advisory Board
	Police Pension Board*

Parks & Recreation Advisory Board

Planning Advisory Board

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Kissimmee Police Review Board
Participated in Onward Kissimmee
HOPE Worldwide volunteer with the Orlando Church of Christ
Women in Leadership (WiL) with Strategic Education

Please list any special skills or certifications?

N/A

Please attach your resume or proof of qualification and/or licenses.

[Kristen Camero CV.docx](#)

Demographics & Certifications

Are you a member of any of the following minority groups?

White, non-hispanic

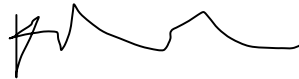
What is your gender?

Female

Are you physically disabled?

No, I am not physically disabled

Signature



[Link to signature](#)

Kristen R. Camero

kristencamero@yahoo.com

2712 Herons Landing Drive
Kissimmee, FL

(407) 802-6980

Professional Experience

- I have worked for a wide variety of offices and in different fields of the Criminal Justice System: The State Attorney's Office, Child Protection, Security and as a Private Investigator in the State of Florida.
- My true passion has always been teaching Criminal Justice.

Educational Experience

- **Bachelor of Arts Degree in Sociology**-Louisiana State University 2001
- **Master of Science Degree in Criminal Justice**-Florida International University 2005
- **Master Certificate in Lean Enterprise Solutions**- Villanova University 2017
- **ABD in Public Safety Affairs**-Capella University 2018
- **Master of Education in Higher Learning**-Strayer University 2023

Leadership

- I have served on the Citizens Review Panel for the City of Kissimmee Police Department since 2022.
- I have partnered with the Kissimmee Police Department on the suggestion of providing a women's self-defense training course. The class has been offered three different times and I most recently attended the session in June 2024.
- I have served as the Faculty Career Adviser for the Strayer Criminal Justice Community Facebook page. I have been an active member of the Strayer Faculty Advisory Council since 2020.
- I am a member of the Strayer Women in Leadership ERG. I am also an ally for the Strayer Diversity, Equity, & Inclusion group.
- I have served as a Subject Matter Expert for a Strayer Juvenile Justice course and Ethics course.
- I have been a member of Alpha Phi Sigma, the Criminal Justice Honor Society, since 2013.

Teaching Experience

- I started with Strayer University in 2010 as an adjunct instructor and in 2019 moved into a full-time role teaching Criminal Justice.

- I have taught Private Investigation courses with City College.
- I have worked as a Criminal Justice Teaching Assistant with Capella University.
- I was a Program Manager and Faculty member at Everest.
- I have taught online Criminal Justice courses for Rasmussen College.

ITEM 8.D

Request of Travel Funding

Request

Commissioner Noel Ortiz is requesting approval to authorize funding for official travel to attend an international cultural and advocacy event in the Dominican Republic.

Explanation

Commissioner Noel Ortiz has been formally invited by the National Chamber of the Arts (CANARTES) to serve as Guest of Honor at the official presentation of the book and art exhibition "Behind the Storm Lies the Silence," which will be held on Thursday, July 24, 2025, at 6:00 PM at the National Library Pedro Henríquez Ureña in Santo Domingo, Dominican Republic. The event is part of CANARTES' international program Art with a Cause, aimed at raising awareness and promoting empathy and inclusion for individuals and families impacted by autism. The invitation also includes a symbolic international baton handover to Commissioner Ortiz, officially naming him as host of the book's next presentation in the United States, to be held in Kissimmee as part of its global tour.

This opportunity positions the City of Kissimmee as a partner in an internationally recognized initiative for autism awareness and advocacy, strengthening cultural diplomacy and community engagement.

Under the Commission travel policy, Commission authorization is required for any travel not specified in the Commission's line item budget. Eligible travel expenses include lodging, transportation, and any related expenses as per the City's travel policy. For official travel to Santo Domingo, Dominican Republic, July 23-25, 2025, the City policy relies upon Federal Per Diem Rates, which are a maximum of \$257 for lodging per day and a maximum of \$103 for meals and incidentals per day for this location.

Recommendation

Staff requests Commission direction.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. CARTA CANARTES Comissionado Noel Ortiz
2. CARTA CANARTES Comissionado Noel Ortiz
3. MCO to SDQ_Noel Ortiz
4. JetBlue SDQ to MCO Noel Ortiz
5. Travel Insurance_Noel Ortiz
6. Programa 07.24_07.26
7. Dominican Republic per Diem Rates

CRONOGRAMA DE ACTIVIDADES OFICIALES Presentación Internacional del Libro y Gira "Detrás de la tormenta es donde habita el silencio"

📍 Santo Domingo, República Dominicana

📅 Del 24 al 27 de julio de 2025



**Mery Valerio
Engel Segura**



**CÀMARA NACIONAL
DE L'ARTES**

Llegadas Internacionales

- Durante el día: Recepción personalizada de delegaciones internacionales en el Aeropuerto Las Américas (SDQ).
- Traslado y check-in en hoteles elegidos:
 - Hotel Barceló Santo Domingo – barcelo.com
 - Rancho Guacamayo Hotel & Restaurante – [ver ubicación]



📅 Miércoles 23 de julio de 2025 – Llegadas Internacionales

Acto Central y Firma de Acuerdos

8:30 a.m. – 10:30 a.m. | Reunión Protocolar

- Sede por confirmar
- Participan: Representantes del cuerpo diplomático, legisladores nacionales e internacionales, autoridades, colectivos de la sociedad civil y sector artístico.
- Objetivo: Firma de acuerdos de cooperación y consolidación de alianzas institucionales.



10:30 a.m. – 1:00 p.m. | Receso y retorno a hoteles

- Tiempo libre para almuerzo y descanso previo al acto principal.

6:00 p.m. – 9:00 p.m. | Acto Central en la Biblioteca Nacional Pedro Henríquez Ureña

Actividades:

- Ceremonia de bienvenida institucional.
- Coloquio internacional sobre autismo, arte, políticas públicas e inclusión.
- Presentación formal del libro "Detrás de la tormenta es donde habita el silencio".
- Muestra pictórica inaugural de Engel Segura Valerio.
- Firma de acuerdos y entrega de reconocimientos.

Recepción oficial de las siguientes giras del libro:

- Kissimmee, Florida (EE.UU.): con recepción de la Alcaldesa Jackie Espinosa.
- Guadalajara, Jalisco (México): sede de la Feria Internacional del Libro (FIL), donde se desarrollará un coloquio especial con base en el informe del Departamento de Salud de EE.UU.



Ruta del Cacao y Recorrido Cultural



Visita a finca

Recorrido por plantaciones de cacao y explicación del proceso de cultivo.



Cooperativa

Encuentro con productores, artistas y emprendedores locales.



Centros de transformación

Visita a instalaciones donde se procesa el cacao.



Experiencia sensorial

Degustación y presentación de proyectos de economía circular.

9:00 a.m. – 5:00 p.m. | Ruta del Cacao – Origen, transformación y Comunidad

 Viernes 25 de julio de 2025 – Ruta del Cacao y Recorrido Cultural

Ruta del Tabaco

9:00 a.m. – 4:00 p.m. | Ruta del Tabaco – Historia, cultura y exportación

- Recorrido por centros de manufactura.
- Diálogo con asociaciones de productores.



🦋 Sabado 26 de julio de 2025 – Ruta del Tabaco



Día de Retorno

Mañana libre

Actividades personales, compras o visitas culturales.

 Domingo 27 de julio de 2025 – Retorno

Traslados y Rutas Aéreas

- Check-out y traslados al aeropuerto según agenda de vuelos.

✈ RUTAS AÉREAS SUGERIDAS Y OPCIONES ECONÓMICAS (ARAJET)



✈ Desde México

- Opción 1: Guadalajara – Ciudad de México (AIFA) – Santo Domingo (SDQ)
- Aerolínea: Arajet
- Trayecto económico y directo desde AIFA (CDMX)*
- Precios estimados: desde \$149 USD por tramo, con equipaje de mano incluido.
- Frecuencia: vuelos lunes, miércoles, viernes y domingo.
- Recomendación: Volar GDL → AIFA con Volaris/VivaAerobus + conexión AIFA → SDQ con Arajet.



✈ Desde Estados Unidos (Florida)

- Opción 2: Orlando (MCO) – Santo Domingo (SDQ)
- Aerolínea recomendada: Arajet
- Precio base: desde \$99 USD por trayecto en tarifa económica (sin equipaje documentado).
- Frecuencia: vuelos diarios.
- Alternativas: Spirit Airlines, JetBlue y Frontier con escalas desde \$110 a \$140 USD.

🌐 Ventajas de volar con Arajet

Información Adicional

- Vuelos directos y económicos a Santo Domingo desde más de 20 destinos.
- Política de equipaje clara y precios flexibles.
- Reservas disponibles en: www.arajet.com

La elección de los hoteles y las líneas aéreas es a completa discreción, al igual que la agenda de días. Nuestras vicepresidentas, Yasiry Estevez y Yolanda Bernard, estarán siempre a la orden para cualquier duda o aclaración e inclusive búsqueda de alternativas de hospedaje.





Art
with a
Cause



City of Santo Domingo, Dominican Republic

June 2025

Official Letter: CNA2344/2025P

Subject: Special Invitation – International Baton Handover

Book Presentation and Art Exhibition

“Behind the Storm Lies the Silence”

National Library Pedro Henríquez Ureña – July 24th, 6:00 PM

Honorable Noel Ortiz
Commissioner of the City of Kissimmee, Florida
Present

*The National Chamber of the Arts (CANARTES), through its international program Art with a Cause, is honored to extend to you a **special invitation to attend as Guest of Honor the official presentation of the book and art exhibition “Behind the Storm Lies the Silence”, a deeply human work that gives voice to families and communities living with the autism spectrum, inspiring global awareness through empathy, resilience, and the arts.***

*This meaningful event will take place on Thursday, July 24th, 2025 at 6:00 PM, at **the National Library Pedro Henríquez Ureña, in Santo Domingo, Dominican Republic, in the presence of government officials, legislators, ambassadors, academics, media, and representatives of the international autism community.***

*On this occasion, we are proud to announce you as **the official host for the next presentation of the book in the United States, to be held in your city, Kissimmee, Florida, as part of its international tour. During the ceremony, we will symbolically hand over the international baton to you, representing continuity, unity, and the shared commitment to building a more inclusive and compassionate society for individuals with autism and their families.***

The book, authored by Mery Valerio and illustrated by her son, visual artist Engel Segura Valerio, is introduced by Senator Omar Fernández and has been recognized for its testimonial power to inspire public policy, legislative action, educational programs, and community advocacy worldwide.

Montecito 18, Executive Floor 21A, WTC MEXICO CITY, Nápoles Neighborhood, Benito Juárez Borough, Postal Code 03812 | +52 5573 403674, Correspondence: WORLD TRADE Center CDMX, Montecito #38 SKY LOBBY, THIRD FLOOR, SUITE 30, P.O. Box 145, Nápoles Neighborhood, Benito Juárez Borough, Zip Code 03812

www.canartes.org | direccion@canartes.com



**Art
with a
Cause**



Your presence as Mayor and your leadership as a committed public servant will be a great honor for us and a strong symbol of the bridges that art can build between our nations.

For further information or to confirm your attendance, please contact:



Lic. Yasiry Estévez

Vice President CANARTES – Dominican Republic



yasiry@canartes.org



+1 (809) 484-5849



Mtra. Yolanda Bernard

Vice President CANARTES – International



yolanda@canartes.org



+1 (407) 969 1686

We sincerely thank you in advance for your presence and your unwavering support for causes that promote human dignity and global inclusion.

Respectfully,

National Chamber of the Arts

Maestro Jacobo Efraín Cabrera Palos
President

Cam Dominican Republic

Lic. Yasiry Estevez
Vicepresident

CAM USA

Mtra. Yolanda Bernard
Vicepresident

Montecito 18, Executive Floor 21A, WTC MEXICO CITY, Nápoles Neighborhood, Benito Juárez Borough,
Postal Code 03812 | +52 5573 403674, Correspondence: WORLD TRADE Center CDMX, Montecito #38
SKY LOBBY, THIRD FLOOR, SUITE 30, P.O. Box 145, Nápoles Neighborhood, Benito Juárez Borough, Zip
Code 03812

www.canartes.org | direccion@canartes.com

Minerva Vazquez

From: Noel Ortiz <noelortizpa@gmail.com>
Sent: Monday, July 7, 2025 2:50 PM
To: Minerva Vazquez
Subject: Fwd: JetBlue booking confirmation for NOEL ORTIZ - SFKAGX

Follow Up Flag: Follow up
Flag Status: Flagged

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

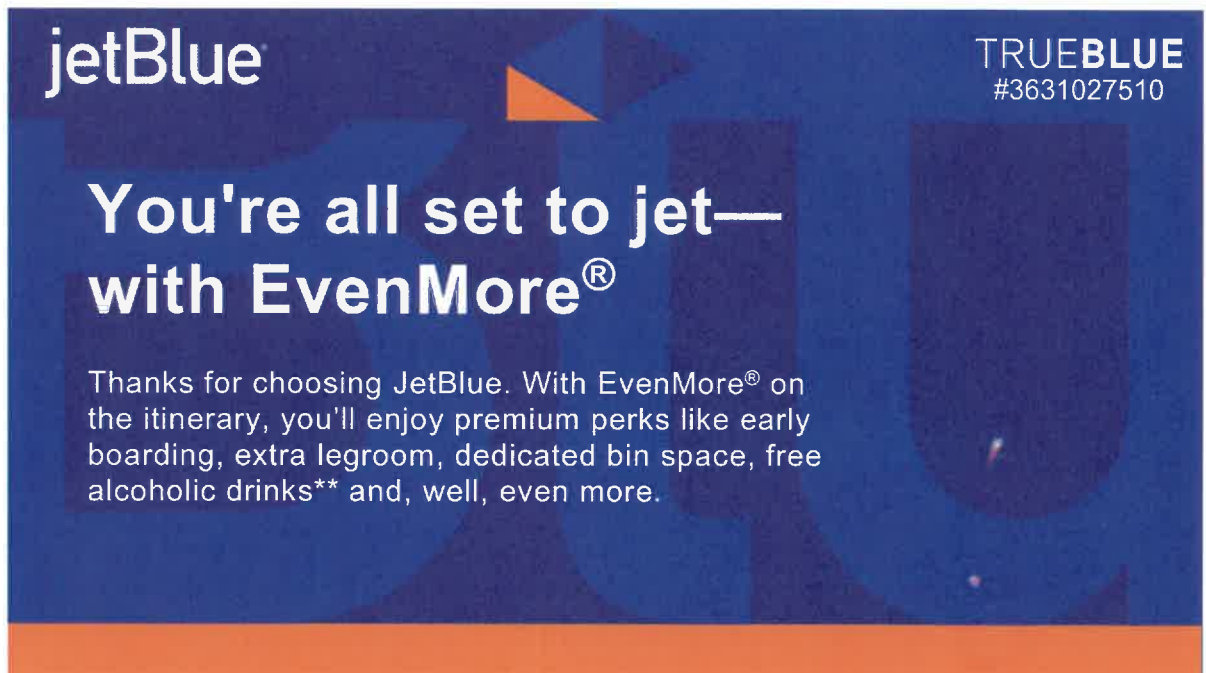
Sent from my iPhone

Begin forwarded message:

From: JetBlue Reservations <jetblueairways@email.jetblue.com>
Date: June 29, 2025 at 3:47:16 PM EDT
To: noelortizpa@gmail.com
Subject: JetBlue booking confirmation for NOEL ORTIZ - SFKAGX
Reply-To: JetBlue Reservations <reply@email.jetblue.com>

Check out the details for your trip on Fri, Jul 18

[Français](#) | [Español](#)



The banner features the JetBlue logo in the top left corner. In the top right corner, it says "TRUEBLUE" followed by the number "#3631027510". The main text in the center reads "You're all set to jet— with EvenMore®". Below this, a paragraph states: "Thanks for choosing JetBlue. With EvenMore® on the itinerary, you'll enjoy premium perks like early boarding, extra legroom, dedicated bin space, free alcoholic drinks** and, well, even more." The background is a dark blue with abstract geometric shapes, and the bottom of the banner is a solid orange bar.

jetBlue

TRUEBLUE
#3631027510

You're all set to jet—
with EvenMore®

Thanks for choosing JetBlue. With EvenMore® on the itinerary, you'll enjoy premium perks like early boarding, extra legroom, dedicated bin space, free alcoholic drinks** and, well, even more.

Your Flight Itinerary

Your JetBlue confirmation code is **SFKAGX**

MCO ► SDQ
jetBlue

Flight 605



Fri, Jul 18

5:15am

Terminal: C

Fri, Jul 18

7:54am

[Get the latest](#) entry and travel requirements for your trip.

Your Traveler Details

NOEL ORTIZ

Orlando

MCO

Santo Domingo

SDQ

TrueBlue Number:

3631027510

Ticket number:

2792185952569

Flight # 605

Fare: Blue

Seat: 5A

Notes: EvenMore®

[Manage my booking](#)

Bag Allowance (per traveler)

MCO ► SDQ

Personal Item	Carry-on	1st Bag	2nd Bag
Free	Free	From \$40*	From \$60*
		Up to 50 lbs	Up to 50 lbs
		Add bag now	Add bag now

[Size and weight limits apply. See full details on our Bag Info page](#) ►

Additional charges may apply.

*The above prices reflect early pre-paid bag purchase available online now and until 24 hours before departure. Bag fees are higher during check-in. Visit our [Bag Info](#) page for details.

Need to check more than 2 bags? Additional bags can be added during check-in (starting 24 hours before departure) or at the airport.

Payment Details

Master XXXXXXXXXXXXX6894	Credit Card	\$380.99
	Non Refundable	\$245.00
	Extras	\$55.00
	Taxes & fees	\$80.99
	Total	\$380.99 USD

Purchase Date: Jun 29, 2025
[Request full receipt](#)

Minerva Vazquez

From: Noel Ortiz <noelortizpa@gmail.com>
Sent: Monday, July 7, 2025 2:48 PM
To: Minerva Vazquez
Subject: Fwd: JetBlue booking confirmation for NOEL ORTIZ - ADMKHG

Follow Up Flag: Follow up
Flag Status: Flagged

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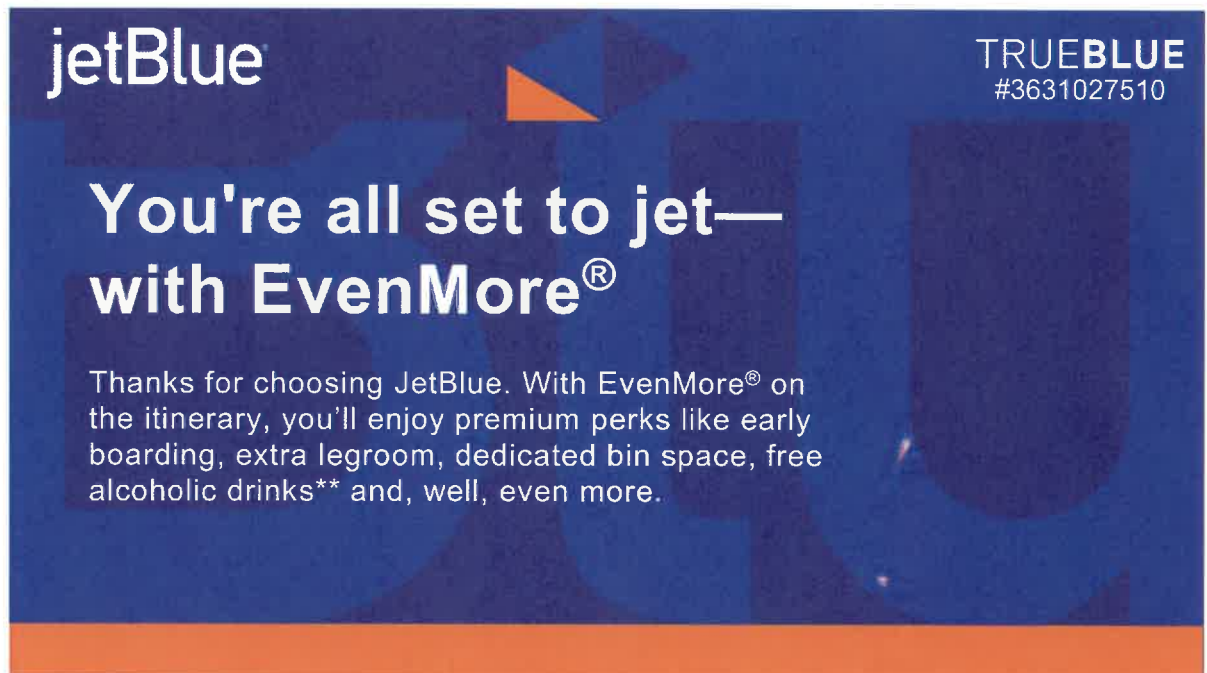
Sent from my iPhone

Begin forwarded message:

From: JetBlue Reservations <jetblueairways@email.jetblue.com>
Date: June 29, 2025 at 4:24:17 PM EDT
To: noelortizpa@gmail.com
Subject: JetBlue booking confirmation for NOEL ORTIZ - ADMKHG
Reply-To: JetBlue Reservations <reply@email.jetblue.com>

Check out the details for your trip on Mon, Jul 28

[Français](#) | [Español](#)

A promotional banner for JetBlue's EvenMore service. The background is dark blue with a subtle pattern of white dots and lines, suggesting a night sky or a map. The JetBlue logo is in the top left, and the text 'You're all set to jet— with EvenMore®' is prominently displayed in the center. Below this, a paragraph describes the perks of the service. In the top right corner, the text 'TRUEBLUE #3631027510' is visible.

jetBlue

TRUEBLUE
#3631027510

**You're all set to jet—
with EvenMore®**

Thanks for choosing JetBlue. With EvenMore® on the itinerary, you'll enjoy premium perks like early boarding, extra legroom, dedicated bin space, free alcoholic drinks** and, well, even more.

Your Flight Itinerary

Your JetBlue confirmation code is **ADMKHG**

SDQ ► MCO
jetBlue

Flight 606



Mon, Jul 28

9:04am

Terminal: Main

Mon, Jul 28

11:44am

[Get the latest](#) entry and travel requirements for your trip.

Your Traveler Details

NOEL ORTIZ

Santo Domingo

SDQ

Orlando

MCO

TrueBlue Number:

3631027510

Ticket number:

2792185954987

Flight # 606

Fare: Blue

Seat: 5A

Notes: Needs wheelchair, can walk ,
EvenMore®

[Manage my booking](#)

Bag Allowance (per traveler)

SDQ ► MCO

Personal Item	Carry-on	1st Bag	2nd Bag
Free	Free	From \$40*	From \$60*
		Up to 50 lbs Add bag now	Up to 50 lbs Add bag now

[Size and weight limits apply. See full details on our Bag Info page](#) ►

Additional charges may apply.

*The above prices reflect early pre-paid bag purchase available online now and until 24 hours before departure. Bag fees are higher during check-in. Visit our [Bag Info](#) page for details.

Payment Details

Master XXXXXXXXXXXXX2224	Credit Card	\$287.10
	Non Refundable	\$113.00
	Extras	\$55.00
	Taxes & fees	\$119.10
	Total	\$287.10 USD

Purchase Date: Jun 29, 2025
[Request full receipt](#)

Change made easy.

Change or cancel flights, add checked bags or pets, update TrueBlue & Known Traveler

[Manage my booking](#)

Minerva Vazquez

From: Noel Ortiz <noelortizpa@gmail.com>
Sent: Monday, July 7, 2025 2:46 PM
To: Minerva Vazquez
Subject: Fwd: Your travel insurance plan: EUSP2500452031

Follow Up Flag: Follow up
Flag Status: Flagged

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

Begin forwarded message:

From: "Allianz Global Assistance(Allianz Assistance USA)"
<donotreplypolicy@allianzassistance.com>
Date: June 29, 2025 at 4:27:03 PM EDT
To: noelortizpa@gmail.com
Subject: Your travel insurance plan: EUSP2500452031
Reply-To: donotreplypolicy@allianzassistance.com



Hi NOEL,
Thanks for protecting your trip.

STEP 1

View your plan details

Plan	International Trip Protector III
Plan Number	EUSP2500452031
Total Amount Paid	\$29.91
Purchase Date	June 29, 2025
Effective Date	June 30, 2025
Travel Dates	July 18, 2025
Preferred Communication	None Selected - Change

[VIEW YOUR FULL PLAN ON ALLYZ](#)

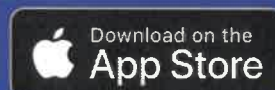
[VIEW YOUR FULL PLAN ON OUR WEBSITE](#)

If you're not completely satisfied, you have 15 days (or more, depending on your state of residence) to request a refund, provided you haven't started your trip or initiated a claim. Premiums are non-refundable after this period.

STEP 2

Download Allyz® to take your protection further

Get even more out of your plan with our Allyz app. Manage your plan on the go, file a claim with ease, and get access to exclusive digital services like real-time safety alerts, trip organizer, and more.





Art
with a
Cause



DETRÁS DE LA TORMENTA ES DONDE HABITA EL SILENCIO,
ENGEL SEGURA Y MERY VALERIO.

PROGRAMACIÓN

DEL 24 AL 27 DE JULIO 2025
REPÚBLICA DOMINICANA

JUEVES

24

PUESTA EN CIRCULACIÓN DEL LIBRO

Biblioteca Nacional Pedro Henríquez U., Sto. Dgo.

6:00 P.M.

RECOMENDACIÓN ALOJAMIENTO:

HOTEL BARCELÓ SANTO DOMINGO, AV 27 DE FEBRERO, S. D., REP. DOM.

TELÉFONO: (809) 563-5000

VIERNES

25

VISITA DE HOMOLOGACIÓN Y RUTA DEL TABACO

Monseñor Nouel y Santiago.

10:00 A.M.

RECOMENDACIÓN ALOJAMIENTO:

RANCHO GUACAMAYO HOTEL & RESTAURANTE, C/ ÁNGEL PEÑA #8,
BONAO, MONS. NOUEL, REP. DOM.

TELÉFONO: (809) 563-5000

SÁBADO

26

VISITA CULTURAL Y RUTA DEL CACAO

Monseñor Nouel

10:00 A.M.

RECOMENDACIÓN ALOJAMIENTO:

HOTEL BARCELÓ SANTO DOMINGO, AV 27 DE FEBRERO, S. D., REP. DOM.

¡TE ESPERAMOS, ÚNETE A LA CAUSA!



**Foreign Per Diem Rates In U.S. Dollars
DSSR 925**

**Country: DOMINICAN REPUBLIC
Publication Date: 07/01/2025**

Country Name	Post Name	Season Begin	Season End	Maximum Lodging Rate	M & IE Rate	Maximum Per Diem Rate	Footnote	Effective Date
DOMINICAN REPUBLIC	Other	01/01	12/31	192	93	285	N/A	06/01/2025
DOMINICAN REPUBLIC	Santo Domingo	01/01	12/31	257	103	360	N/A	06/01/2025
DOMINICAN REPUBLIC	Sosua	01/01	12/31	150	63	213	N/A	06/01/2016

ITEM 8.E

Adoption of the City's Strategic Plan Action Agenda

Request

Adoption of elements of the City's Strategic Plan that establish the priorities for the upcoming fiscal year and adopt the goals for the next five years.

Explanation

The proposed Strategic Plan for 2025–2026 is the result of a comprehensive and collaborative process that began with the annual Strategic Planning Session held in January 2025. During that session, the City Commission, executive leadership, and department heads identified the long-term goals and key priorities that would guide policy direction, resource allocation, and performance expectations over the coming years. The plan reflects a shared vision built around five overarching goals: delivering the best services while remaining financially sound; fostering a thriving economy with more quality jobs; ensuring a livable community for all; developing an effective transportation system; and continuing the revitalization of a vibrant downtown and lakefront.

This year's Action Agenda includes several high-impact initiatives that are designated as "Top Priority" or "High Priority" items. Each of these actions is tied to clear milestones, defined outcomes, and designated lead departments to ensure accountability and progress tracking throughout the year.

Adoption of the Strategic Plan formalizes the City's commitment to its policy and management priorities, providing a framework for both internal alignment and external transparency. It enables departments to align their budgets and operations with City Commission directives, creating a structured platform for evaluating progress and adjusting strategies as conditions evolve.

Recommendation

Adopt the proposed elements of the City's Strategic Plan, which establish priorities for the upcoming fiscal year and goals for the next five years.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Strategic Plan Action Agenda - Fiscal Year 2025-26

City of Kissimmee Goals 2030

Best Services, Financially Sound City

Thriving Economy with More Quality Jobs

Livable Community for All

Effective Transportation System

Vibrant Downtown and Beautiful Lakefront

Definitions of Terms

POLICY –

is an issue that needs direction or a policy decision by the Council; or needs a major funding decision by the Council; or an issue that needs Council leadership by the governing body in the community; or with other governmental bodies (Town government, other Town governments, state government, federal government) – questions of “WHAT: IS THE DIRECTION; IS THE GOAL; IS THE BUDGET OR RESOURCES; IS THE TOWN'S POLICY OF REGULATION?”

MANAGEMENT –

a management action which the Council has set the overall direction and provided initial funding (e.g., phased project), may require further Council action on funding; or a major management project particularly multiple years (e.g., upgrade to the information system) – questions of “HOW: DO WE ADDRESS THE ISSUE, MANAGE THE TOWN; IMPLEMENT A DECISION OR PROGRAM; CAN WE IMPROVE THE MANAGEMENT OR ORGANIZATIONAL PROCESS?”

MANAGEMENT IN PROGRESS –

a management or organization action which Council has set the direction, needs staff work before going to Council for direction next year or beyond, no choice mandated by an outside governmental agency or institution, management process improvement budgeted or funded by the Council.

MAJOR PROJECT –

a capital project funded in the CIP or by Council action which needs design or to be constructed (e.g., Road project, Town facility project, park project, etc.).

ON THE HORIZON –

an issue or project that will not be addressed during the year by management or the Council but should be addressed in the next five years; it could become an action item for this year if another party moves the issue or project forward – it depends on them.

Policy Agenda 2025-2026

Targets for Action

City of Kissimmee

TOP PRIORITY

**U. S. Customs and Border Protection at Airport:
Funding**

**W. Vine Street Retail Parcel Redevelopment:
Direction**

**Downtown Hotel Proposal:
Direction**

**Fire Staffing (24/72 Schedule):
Funding**

**TDT Dollars from Osceola County:
Agreement**

**Safe Downtown Action Plan:
Problem Analysis, Report with Findings, Direction, Funding**

HIGH PRIORITY

**Downtown Supermarket and Mix-Use Development:
Master Development Agreement**

**Code Enforcement Enhanced Performance:
Comprehensive Evaluation, Report with Findings, Direction, and
Implementation Update Report**

**Sun Rail Service Hours Expansion:
Goals/Outcomes, Report with Options, Define City's Role,
Direction, City Actions and Funding**

**Collaboration Strategy with Osceola County:
Goals/Outcomes, Key Issues, Joint Discussion, Direction**

**Arts and Culture in Downtown Expansion:
Goals/Outcomes, Report with Options, Define City's Role,
Direction, and Funding**

**Columbia Avenue Complete Streets Project:
Funding**

**Permitting and Licensing Processes Streamlining:
Goals/Outcomes, Performance Audit, Report with Findings,
Direction**

City of Kissimmee

Policy Agenda 2025-2026

		PRIORITY		
		Priority	Top	High
2	1. U. S. Customs and Border Protection at Airport: Funding	TOP	4	-
2	2. W. Vine Street Retail Parcel Redevelopment: Direction	TOP	4	-
5	3. Downtown Hotel Proposal: Direction	TOP	4	-
1	4. Fire Staffing (24/72 Schedule): Funding	TOP	3	-
2	5. TDT Dollars from Osceola County: Agreement	TOP	3	-
5	6. Safe Downtown Action Plan: Problem Analysis, Report with Findings, Direction, and Funding	TOP	3	-
5	7. Downtown Supermarket and Mix-Use Development: Master Development Agreement	HIGH	2	5
1	8. Code Enforcement Enhanced Performance: Comprehensive Evaluation, Report with Findings, Direction, and Implementation Update Report	HIGH	1	4

*Number to far-left of area correlates the Goal to the Action listed

City of Kissimmee

Policy Agenda 2025 – 2026

		PRIORITY		
		Priority	Top	High
4	9. Sun Rail Service and Hours Expansion: Goals/Outcomes, Report with Options, Define City's Role, Direction	HIGH	0	4
1	10. Collaboration Strategy with Osceola County: Goals, Key Issues, Joint Discussion, Direction	HIGH	2	3
5	11. Arts and Culture in Downtown Expansion: Goals/Outcomes, Report with Options, Define City's Role, Direction, and Funding	HIGH	2	3
4	12. Columbia Avenue Complete Streets Project: Funding	HIGH	1	3
1	13. Permitting and Licensing Processes Streamlining: Goals/Outcomes, Performance Audit, Report with Findings, Direction	HIGH	0	3
2	14. Comprehensive Retail Attraction Strategy and Action Plan – Downtown and City-wide: Goals/Outcomes, Target Businesses, Market Analysis, Best Practices, Report with Finding and Options, Direction, City Role and Implementation Plan		2	2
3	15. Comprehensive Affordable Housing Strategy and Action Plan: Definition, Best Practices, Report with Options, City Role, Developer Partnerships, Direction and Implementation Plan with Funding Mechanism		2	2
4	16. Traffic Management Enhancement: Comprehensive Assessment of Traffic Flow and Congestion, City Role and FDOT Role, Report with Options, Direction and Implementation		2	2

City of Kissimmee

Policy Agenda 2025 – 2026

		PRIORITY		
		Priority	Top	High
3	17. Pathway to Homeownership Program: Goals/Outcomes, Best Practices, Report with Options, City Role, Developer Partnerships, Direction and Implementation Plan with Funding		2	1
1	18. Kissimmee Marketing Program – Changing Our Image and Reputation: Goals/Outcomes, Best Practices, Report with Options, Direction, Funding and Implementation		1	2
3	19. Homeless Programs Refinement: Current Programs Comprehensive Review (Not Shelter), Community Needs, Best Practices, Report with Findings and Options, City Role, Potential Partners, Direction, Funding Mechanism and City Actions (Potential Partnership with Osceola County)		1	2
4	20. Thacker Avenue Widening Project: Design and IGA with Osceola County		0	2
4	21. Connect Kissimmee: Design		1	1
1	22. City Customer Service Enhancement: Goals/Outcomes, Performance Audit, Report with Findings and Recommendations, Direction and Implementation		0	1
5	23. Downtown Road Closure Policy: Evaluation, Report with Options, Direction and Implementation		0	1
2	24. City Economic Development Policies and Toolkit: Comprehensive Review, Best Practices, Goals/Outcomes, City Role, Potential Partners, Report with Findings and Options, Direction, Funding Mechanisms and Implementation Plan		0	0

Management Agenda 2025 – 2026

Targets for Action

City of Kissimmee

TOP PRIORITY

Fire Union Labor Negotiations and Contract

**Kissimmee Gateway Airport Hotel:
Developer Agreement**

Haven on Vine Project – Phase 2 Transitional Housing

**Federal/State Legislative Agenda:
Advocacy**

**Airport Control Tower:
Design and Federal Lobbying**

HIGH PRIORITY

**Fire Station #2 and #5:
Award Contract and Construction**

**City 5-Year Financial Plan:
Projection Update – Revenues and Expenditures, Plan
Development, Direction**

**Lancaster Park Field House Development:
Partnering and Funding**

**Development Services Fees:
Update**

**Comprehensive Plan Update:
Completion**

City of Kissimmee

Management Agenda 2025 – 2026

		PRIORITY		
		Priority	Top	High
1	1. Fire Union Labor Negotiations and Contract	TOP	5	-
2	2. Kissimmee Gateway Airport Hotel: Developer Agreement	TOP	5	-
3	3. Haven on Vine Project – Phase 2 Transitional Housing	TOP	4	-
1	4. Federal/State Legislative Agenda: Advocacy	TOP	3	-
2	5. Airport Control Tower: Design and Federal Lobbying	TOP	3	-
1	6. Fire Station #2 and #5: Award Contract and Construction	HIGH	1	4
1	7. City 5-Year Financial Plan: Projection Update – Revenues and Expenditures, Plan Development, Presentation and Direction	HIGH	1	4
2	8. Lancaster Park Field House Development: Partnering and Funding	HIGH	1	3

City of Kissimmee

Management Agenda 2025 – 2026

		PRIORITY		
		Priority	Top	High
1	9. Development Services Fees Update	HIGH	0	3
3	10. Comprehensive Plan Update: Completion	HIGH	0	3
1	11. Police Chief Hiring and Onboarding		2	2
1	12. Police Civilian Review Board: Ordinance Draft, Direction and Implementation		2	3
3	13. Berlinsky House: State Approval		2	2
1	14. Capital Improvement Plan 5-Year Update: Project Review, Project Priorities, Plan Update, Direction and Funding (Community Investment Plan)		1	2
2	15. Airport Economic Development Projects		0	2
3	16. Sign Code Update		1	1

City of Kissimmee

Management Agenda 2025 – 2026

		Priority	PRIORITY		
			Top	High	
2	17. Annual Business Boost 2.0 Program: Launch and Implementation		1	1	
1	18. Police Station Long-Term Plan: Design, Construction		0	1	
1	19. Kissimmee Police Department Internal Investigation: Final Report and Direction (with State Attorney)		0	1	
2	20. Airport Leases Update: Direction		0	0	
5	21. Nord Easy System Containers Expansion: Direction and Funding		0	0	
	22.				
	23.				
	24.				

City of Kissimmee

Action Outlines 2025 – 2026

GOAL 1	BEST SERVICES, FINANCIALLY SOUND CITY
---------------	--

ACTION: Fire Staffing (Four Shifts): Funding****

PRIORITY

Policy Top

Key Issues

- Labor Negotiations
- Concept: Four Shifts
- Best Practices
- Costs
- Phasing
- Funding Mechanism, Including Fire Assessment, Electric Transfer

Activities/Milestones

1. Finalize Report on Fire Staffing (Four Shifts) – approach, phasing, costs and funding mechanism
2. **WORKSHOP: Report on Fire Staffing (Four Shifts)**
3. **Conduct Public Hearings**
4. **DECISION: Report on Fire Staffing (Four Shifts) Direction and Funding**
5. Receive revenues
6. Hire firefighters
7. Hire firefighters
8. Four Shift operational

Time

3/25

3/25
4/25-5/25
5/25

10/25
10/26
1/27
4/27

Responsibility: Jim Walls, Fire Chief

ACTION: Code Enforcement Enhanced Performance:
Comprehensive Evaluation, Report with Findings,
Direction, and Implementation Update Report

PRIORITY

Policy High

Key Issues

- 5,000 Complaints per Year
- 99% Compliance
- Florida Law 162 Requirements
- Key Requirements: Written Notices; Complain Time and Magistrate
- Need for More Weekend Coverage
- Code Enforcement Staffing Increase and Funding
- Problems with Election Signs, especially on Public Property
- Community Misinformation about Code Enforcements
- Occupancy Complaints – Understanding the Process
- Business Occupancy Posting
- Potential Citation Writing

Activities/Milestones

1. **DECISION: Civic Center Private Signs Policy and Regulations**
2. **PRESENTATION: How the Code Enforcement Process Works – Discussion and Direction**

Time

3/25

6/25

Responsibility: Craig Holland, Development Services Director

ACTION: Collaboration Strategy with Osceola County: Goals, Key Issues, Joint Discussion, Direction

PRIORITY

Policy High

Key Issues

TOPICS:

- TDT – Transfer Funds to Cities
- Social Services –County Responsibilities
- Thacker Road Project – Funding (\$3.8 million)

Activities/Milestones

1. Work with the City of St. Cloud
2. **JOINT MEETING: St. Cloud and Osceola County**

Time

4/25

6/25

Responsibility: Mike Steigerwald, City Manager

ACTION: Permitting and Licensing Processes Streamlining:
Goals/Outcomes, Performance Audit, Report with
Findings, Direction

PRIORITY

Policy High

Key Issues

- **Problems (M/CC)**
- **Outcomes (M/CC)**
- **Expectations (M/CC)**
- Previous Study
- Recent Actions
- Future Actions
- Lack of Engineering Staff
- Turnaround Time: Residential – 1 week
and Commercial – 2 weeks
- Problems Requiring Re-submittal
- Problems with Online
- Need for Short Video on the Process
- Frustration with 911 Updates
- Difficulty in Navigating the Portal
- Potential Online Chat with a Person
- Following through on Comments

Activities/Milestones

1. Prepare Presentation
2. **PRESENTATION:**
Permitting and Licensing
Processes Report Update –
Findings, Actions Taken
and Future Actions

Time

5/25

6/25

Responsibility: Craig Holland, Development Services Director

ACTION: Kissimmee Marketing Program – Changing Our Image and Reputation: Goals/Outcomes, Best Practices, Report with Options, Direction, Funding and Implementation

PRIORITY

Policy

Key Issues

- Goals
- Showcasing Kissimmee Community
- Best Practices
- Options
- Costs
- Funding

Activities/Milestones

1. Develop a budget proposal for a Marketing Program – firms, process and costs
2. **BUDGET WORKSHOP: Budget FY 26 - Marketing Program**
3. **DECISION: Budget FY 26 Adoption – Marketing Program Funding**
4. **WORKSHOP: Marketing Program Framework – Goals, Options and Direction**

Time

4/25

7/25

9/25

10/25

Responsibility: Austin Blake. Deputy City Manager

ACTION: City Customer Service Enhancement: Goals/Outcomes, Performance Audit, Report with Findings and Recommendations, Direction

PRIORITY

Policy

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Community Feedback on City Services and Service Delivery	1. Develop a budget proposal for a Community Survey – firms, process and costs	4/25
• Scientific Survey	2. BUDGET WORKSHOP: Budget FY 26 - Community Survey	7/25
	3. DECISION: Budget FY 26 Adoption – Community Survey Funding	9/25
	4. Issue RFP	10/25
	5. DECISION: Award Contract for Community Survey	12/25
	6. Prepare Survey Instrument	2/26
	7. Conduct Survey	3/26-4/26
	8. Prepare Report	5/26
	9. PRESENTATION: Community Survey Report	6/26

Responsibility: Austin Blake. Deputy City Manager

ACTION: Fire Union Labor Negotiations and Contract

PRIORITY

Mgmt Top

Key Issues

- Fire Station
- Fire Staffing (Four Shifts)

Activities/Milestones

1. Complete Contract negotiations
2. **DECISION: Fire Labor Contract Approval**

Time

5/25

5/25

Responsibility: Olga Sanchez de Fuentes, City Attorney

ACTION: Federal/State Legislative Agenda: Advocacy

PRIORITY

Mgmt Top

Key Issues

- Project State Funding Requests (3)
- Uncertain State of Florida Funding
- Uncertain Federal Government Actions and Funding Impacts on Cities

Activities/Milestones

1. Monitor Legislative Session
2. Provide Regular Updates

Time

Ongoing
TBD

Responsibility: Desiree Matthews, Deputy City Manager

ACTION: Fire Station #2 and #5: Award Contract and Construction

PRIORITY
Mgmt High

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
Complete 90% Fire Station Design (4/25)	A. FIRE STATION 2	
	1. DECISION: Award Contract for Fire Station 2 Construction	3/25
	2. Construction	8/25-2/27
	B. FIRE STATION 5	
	1. DECISION: Award Contract for Fire Station 5 Construction	7/25
	2. Construction	11/25-6/27

Responsibility: Austin Blake. Deputy City Manager

ACTION: City 5-Year Financial Plan: Projection Update –
Revenues and Expenditures, Plan Development,
Presentation and Direction

PRIORITY

Mgmt

Key Issues

- Expenditure Projections
- Revenue Projections

Activities/Milestones

1. Prepare annual update City 5-Year Financial Plan
2. **BUDGET WORKSHOP:
City 5-Year Financial Plan
Presentation**

Time

6/25

7/25

Responsibility: Tavia Conner, Finance Director

ACTION: Development Services Fees Update

PRIORITY

Mgmt High

Key Issues

- Fee Structures

Activities/Milestones

1. Finalize Building and Fire Prevention Fees update
2. **DECISION: Building and Fire Prevention Fees Adoption**
3. Finalize Development Review Fees
4. **DECISION: Development Review Fees Adoption**

Time

4/25

5/25

5/25

6/25

Responsibility: Craig Holland, Development Services Director

ACTION: Police Chief Hiring and Onboarding

PRIORITY

Mgmt

Key Issues

- New Police Chief

Activities/Milestones

1. Complete second round of Police Chief candidates
2. **CITY MANAGER
DECISION: New Police
Chief Selection**

Time

3/25

3/25

Responsibility: Mike Steigerwald, City Manager

**ACTION: Police Civilian Review Board: Ordinance Draft,
Direction and Implementation**

PRIORITY

Mgmt

Key Issues

- Purposes
- Florida Laws
- Focus Policy Review
- No Power to Investigate
- One Board Member – Retired Law Enforcement
- Codification through Ordinance
- Police Chief Appointment

Activities/Milestones

1. Prepare draft Police Civilian Review Board Ordinance
2. **DECISION: Police Civilian Review Board Ordinance**
3. Appoint Board members

Time

7/25
8/25
12/25

Responsibility: Olga Sanchez de Fuentes, City Attorney/Police Chief

ACTION: Capital Improvement Plan 5-Year Update: Project Review, Project Priorities, Plan Update, Direction and Funding (Community Investment Plan)

PRIORITY

Mgmt

Key Issues

Activities/Milestones

Time

•

1. Prepare annual update Capital Improvement Plan
2. **BUDGET WORKSHOP:**
Capital Improvement Plan

6/25

7/25

Responsibility: Tavia Conner, Finance Director

ACTION: Police Station Long-Term Plan: Design

PRIORITY
Mgmt

Key Issues

- Construction: 2026

Activities/Milestones

1. **DECISION: Work Order for Design Police Station Long-Term Plan**
2. Complete Design

Time

3/25

12/25

Responsibility: Austin Blake. Deputy City Manager

ACTION: Kissimmee Police Department Internal Investigation:
Final Report and Direction

PRIORITY

Mgmt

Key Issues

- Orange County Sheriff Professional Standards Section

Activities/Milestones

1. Complete investigation and report
2. Receive Orange County Sheriff Professional Standards Section Report

Time

4/25

4/25

Responsibility: Police Chief

Management in Progress 2025 – 2026			DATE
1	1. Share Point City Net Site Phase 2: Implementation	IT	4/25
1	2. Hurricane Reimbursements	Finance	
	a. Ian		2025
	b. Milton		2026
1	3. APWA Accreditation: Completion	PW&E	12/25
1	4. FY 2024 Audit: Completion	Finance	3/25
1	5. Onboarding Process: Creation	HumRes	12/25
1	6. Safety Training: Implementation	HumRes	9/26
1	7. Facilities Maintenance Plan: Implementation	PW&E	12/25
1	8. GASB 101: Implementation	Finance	3/25
1	9. GFOA Distinguished Budget Award: Receive	Finance	3/25
1	10. Security Cameras on Walking Trails: Completion	DCM	2/25
1	11. KnowBe4 Security Campaign: Implementation	InfoTEch	2/25
1	12. Mobile Command Bus Replacement: Funding (City Commission Decision)	Police	9/25
1	13. Stormwater Master Plan Assessment Project: Completion	PW&E	12/25
1	14. Triple Crown Government: Recognition	Finance	12/25
1	15. Bid Packets Update: Completion	Finance	9/25
1	16. Fire Lieutenants Promotional Processes	Fire	5/25
1	17. Fire SOGs: Review and Revision	Fire	8/25
1	18. Fire Comprehensive Firefighter Wellness Program: Development	Fire	9/25
1	19. Citywide Safety Program: Development and Implementation	HumRes	9/25
1	20. Job Descriptions Update: Completion	HumRes	12/25
1	21. DiSC Assessment for City Employees: Completion	HumRes	Ongoing
1	22. NAPA Contract: Evaluation	PW&E	10/25
1	23. Fleet Manager: Hire and Onboard	PW&E	6/25
1	24. Police 2 Citizen (P2C): Implementation	InfoTech	3/25
1	25. Centralizing City Access Control and Video Surveillance within Genetec	DCM	4/25
1	26. Fortune Road Park Fiber Connectivity	KUA	7/25
1	27. Police Rebranding the Fleet: Completion	Police	12/25
1	28. Mowing Contract: Funding and Award	P&R	4/25
1	29. EnerGov S Online Video Guides: Completion	Dev Ser	2/26
1	30. Mobility Fee Update: Completion and Adoption (City Commission Decision)	DevSer	12/25

Management in Progress 2025 – 2026			DATE
1	31. Noise Complaints and Roadside Stand (Food Trucks) Protocols Enhancement	DevSer	9/25
1	32. Building Division's Lunch & Learn Program	DevSer	5/25
1	33. Department-wide Fees Schedule: Update and Adoption (City Commission Decision)	DevSer	8/25
1	34. GASB 103 Implementation	Finance	3/26
1	35. Munis Bootcamps: Enhancements	Finance	12/25
1	36. Managerial Coaching Programs: Launch	HumRes	TBD
1	37. Centralizing City Access Control and Video Surveillance within Genetec	InfoTech	5/25
1	38. Equipment and Cabling of Video Surveillance and Security Improvements at the Haven: Design and Implementation	InfoTech	12/25
1	39. Mobile Device Management (MDM) Software from AirWatch to Microsoft Intune: Migration	InfoTech	10/25
1	40. Users' Home Directory (S Drive) to OneDrive (Cloud Storage): Migration	InfoTech	11/25
1	41. Shared Storage (U drive) to SharePoint (Cloud Storage): Migration	InfoTech	1/26
1	42. Tyler Pay Ambulance Billing Integration	InfoTech	5/25
1	43. CJIS Three-Year Audit	InfoTech	2/25
1	44. BOSSDesk Helpdesk Management Software: Implementation	InfoTech	4/25
1	45. Asset Management Software for Parks & Rec and Public Works: Implementation	InfoTech	8/25
1	46. Parks and Recreation Replacement Software for RecTrac: Evaluation	InfoTech	2/25
1	47. Cemetery Ordinance: Update and Adoption (City Commission Decision)	P&R	10/25
1	48. New Communications Building & Parking Garage: Design	Police	9/25
1	49. Axon Contract and the Addition of Cameras for all Sworn: Renewal: Implementation	Police	4/25
1	50. Command Post & SWAT Trooper: Replacement	Police	2027
1	51. Educational Video on Permitting and Licensing Process: Launch	DevSer	7/25

Major Projects 2025 – 2026			DATE
1	1. Pavilion at the Public Safety Training Center: Construction	PW&E	6/25
1	2. Drainage Improvement Project: Completion	PW&E	5/25
	a. Lyndell		
	b. Bermuda Estate		
1	3. City Generator Replacement Projects: Grant Funding and Completion	DCM	10/25
1	4. City Car Wash Facility Project: Construction	PW&E	2/26
1	5. Bull Pens at Fortune Road: Completion	P&R	5/25
1	6. Cremation Garden Columbarium Project (2): Completion	P&R	5/25
			2/26
1	7. Mann Street Extension Project: Design and Right-of-Way Acquisition	PW&E	9/27
1	8. Chambers Park Community Center African American Cultural and Historical Grant Project: Construction	P&R	9/25
1	9. City Hall Elevators: Completion	PW&E	4/26
1	10. Parks Operation Center: Design	PW&E	10/25
1	11. City Emergency Center and Police Parking Structure:	PW&E	
	a. Design		10/25
	b. Construction		4/26-12/27
1	12. Police Forensics and Evidence Storage Facility: Design	PW&E	10/25
1	13. Police Department Renovations / Space Utilization: Design	PW&E	10/25
1	14. Central Services Roofing / Wash / Expansion: Design	PW&E	7/25
1	15. Mill Slough Pond Flood: Design	PW&E	9/25

GOAL 2	THRIVING ECONOMY WITH MORE QUALITY JOBS
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ACTION: U. S. Customs and Border Protection at Airport:
Funding

PRIORITY

Policy Top

Key Issues

- Partner with Osceola County – Cost Sharing
- Cost of Construction
- Requirements
- FBO
- Funding Mechanism
- Needed for International Flights
- Annual Operations – City Funding

Activities/Milestones

1. Complete Application
2. **DECISION: Submission of Application for U. S. Customs and Border Office**

Time

9/25

10/25

Responsibility: Shaun Germolus, Aviation Director

ACTION: W. Vine Street Retail Parcel Redevelopment: Direction

PRIORITY

Policy Top

Key Issues

- Land Purchase
- Development Plan
- Developer Agreement
- Timing

Activities/Milestones

1. Finalize RFP for Developer to Purchase and Mixed-Use Development
2. **CRA BOARD: RFP REVIEW**
3. Receive proposals
4. **DECISION: Developer Selection**

Time

6/25

6/25

9/25

10/25

Responsibility: David Rodriguez, Economic Development Director

ACTION: TDT Dollars from Osceola County: Agreement

PRIORITY

Policy Top

Key Issues

- City of St. Cloud
- City TDT
- Experience Kissimmee
- Support for Sports Tourism
- Return on City's Investment
- New Hotels in Development Process

Activities/Milestones

1. Develop Strategy and Approach for TDT
2. **JOINT MEETING WITH OSCEOLA COUNTY**

Time

4/25

6/25

Responsibility: Mike Steigerwald, City Manager

ACTION: Comprehensive Retail Attraction Strategy and Action Plan – Downtown and Citywide: Goals/Outcomes, Target Businesses, Market Analysis, Best Practices, Report with Finding and Options, Direction, City Role and Implementation Plan

PRIORITY

Policy

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Scope	1. Define scope of a Retail Study and determine cost	4/25
• Targeted Businesses	2. Prepare a budget proposal	4/25
• Market Analysis	3. BUDGET WORKSHOP: Budget FY26 Retail Study Funding	7/25
• Best Practices	4. DECISION: Budget FY 26 Funding for Retail Study	9/25
• City Role	5. Issue RFP	10/25
• Funding for Study	6. DECISION: Award Contract for Retail Study	2/26
• African-American Businesses – Retail and Restaurants	7. Begin Study	3/26
• Caribbean – Retail and Restaurants	8. Complete Study	8/26

Responsibility: David Rodriguez, Economic Development Director

ACTION: City Economic Development Policies and Toolkit:
Comprehensive Review, Best Practices, Goals/
Outcomes, City Role, Potential Partners, Report with
Findings and Options, Direction, Funding Mechanisms
and Implementation Plan

PRIORITY

Policy

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Definition	1. Complete a comprehensive review of City Economic Development policies and tools	5/25
• Goals	2. Complete research of best practices in similar cities	6/25
• Targeted Businesses	3. Investigate potential partners	7/25
• Best Practices	4. Prepare a Comprehensive Economic Development Report with Policies and Tools	9/25
• City Role	5. WORKSHOP:	10/25
• Tools	Comprehensive Economic Development Report with Policies and Tools	
• Incentives		
• Partners		
• Funding Mechanisms		
• Implementation Action Plan		

Responsibility: David Rodriguez, Economic Development Director

ACTION: Kissimmee Gateway Airport Hotel: Direction

PRIORITY

Mgmt Top

Key Issues

- First Right of Refusal
- Developer Performance – Delivery Product

Activities/Milestones

1. Review Hotel proposals
2. **WORKSHOP:**
Development Proposal
Report for Airport Hotel
3. **DECISION: Developer**
Selection for Airport Hotel
4. Conduct public meetings
5. Negotiate Development Agreement
6. **DECISION: Airport Hotel**
Development Agreement
Approval

Time

3/25

4/25

5/25

6/25

8/25

9/25

Responsibility: Shaun Germolus, Aviation Director

ACTION: Airport Control Tower: Design and Federal Lobbying

PRIORITY
Mgmt Top

Mgmt

Key Issues

- Airport Control Tower: \$16 million
- Funding

Activities/Milestones

1. Submit application for construction funding
2. Receive grant notification
3. Construction

Time

10/25

8/26
2027

Responsibility: Shaun Germolus, Aviation Director

ACTION: Lancaster Park Field House Development: Partnering and Funding

PRIORITY

Mgmt High

Key Issues

- Park Completion: \$25 million
- TDT Funding for Fieldhouse
- P3 Options
- City Commitment to Park
- Linked to Sports Tourism

Activities/Milestones

Time

A. PHASE 1B

1. Complete Construction Phase 1B 1/26

B. FIELDHOUSE

1. Pursue potential partner Ongoing
2. Develop RFP for Fieldhouse 10/25
3. Issue RFP for Fieldhouse 11/25

Responsibility: Steve Lackey, Parks & Recreation Director

ACTION: Airport Economic Development Projects

PRIORITY

Mgmt

Key Issues

Activities/Milestones

Time

•

A. CIRRUS Parcel 8

1. **DECISION: Loan for Hangers (3) Construction**

10/25

2. Complete Hangar Construction

12/26

**B. DYER/THACKER
COMMERCE PARK –
STUDENT HOUSING AND
FLIGHT TRAINING**

1. Apply for Florida Grant
2. Receive notification

4/25

8/25

C. BUSINESS PARK WEST

1. Complete infrastructure construction

12/26

Responsibility: Shaun Germolus, Aviation Director

ACTION: Annual Business Boost 2.0 Program: Launch and Implementation

PRIORITY

Mgmt

Key Issues

FOCUS:

- Business Assistance
- Business Promotion
- Workforce Development

Activities/Milestones

Time

1. **PRESENTATION: Framework** 4/25
2. **DECISION: Grant Administrator Selection** 9/25
3. **DECISION: Workforce Partner Agreement** 9/25
4. **Launch** 12/25

Responsibility: David Rodriguez, Economic Development Director

ACTION: Airport Leases Update: Direction

PRIORITY

Mgmt

Key Issues

- Fair Market Value
- Under Valued Leases

Activities/Milestones

1. Update Minimum Standards
2. Update Leases and Charges

Time

12/25
6/26

Responsibility: Shaun Germolus, Aviation Director

Management in Progress 2025 – 2026

			DATE
2.	1. Small Business Development Program: Implementation	EcoDev	Ongoing
2	2. Small Business Start-Up: Implementation	EcoDev	Ongoing
2	3. Business Recruitment Program: Implementation	EcoDev	10/25
2	4. Economic Development Story Map: Development	EcoDev	9/25
2	5. Branding Strategy for the Downtown CRA	EcoDev	9/25
2	6. Airport Industrial Zoning and Airport Development Standards: Update and Adoption (City Commission Decision)	DevSer	2/26
2	7. Business Guide Update: Completion	DevSer	10/25
2	8. Vine Street CRA Redevelopment Plan Update	EcoDev	8/25
2	9. Business Grant, Technical Assistance and Business Promotion Program: Development and Implementation	EcoDev	6/25

Major Projects 2025 – 2026

			DATE
2.	1. Beaumont Development – Phase 2: Design (Developer Driven)	EcoDev	10/25
2	2. Jr. Davis Maintenance Facility: Construction	Airport	10/25
2	3. Runway 15 Approach Procedures Tree Removal: Completion	Airport	4/25
2	4. Vine Street Landscaping Project	EcoDev	12/26

GOAL 3	LIVABLE COMMUNITY FOR ALL
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ACTION: Comprehensive Affordable Housing Strategy and Action Plan: Definition, Best Practices, Report with Options, City Role, Developer Partnerships, Direction and Implementation Plan with Funding Mechanism

PRIORITY

Policy

Key Issues

- SHIP Dollar from the State
- City Role
- Uncertain Federal Government

Activities/Milestones

1. Monitor Federal Government actions
2. **DECISION: Affordable Housing Policy: Update and Adoption**

Time

Ongoing

5/25

Responsibility: Desiree Matthews, Deputy City Manager

ACTION: Pathway to Homeownership Program: Goals/Outcomes, Best Practices, Report with Options, City Role, Developer Partnerships, Direction and Implementation Plan with Funding

PRIORITY

Policy

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Goals	1. Research best practices and successful programs	5/25
• Best Practices	2. Define goals, scope and City roles	6/25
• Developer partners	3. Prepare Report with findings and options	6/25
• Funding Mechanism	4. WORKSHOP: Pathway to Homeownership Program Report Discussion and Direction	7/25
• Non-profit Organization		

Responsibility: Craig Holland, Development Services Director

ACTION: Homeless Programs Refinement: Current Programs Comprehensive Review (Not Shelter), Community Needs, Best Practices, Report with Findings and Options, City Role, Potential Partners, Direction, Funding Mechanism and City Actions (Potential Partnership with Osceola County)

PRIORITY

Policy

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• County Responsibilities • City Core Businesses/Services • Funding • No City Dollars • Data Base of Service Providers • Organizations for Referral • One Referral Organization • Tracking Individuals and Legal Requirements • County Mandate: Seniors and Mental Illness	1. Refine Programs at the Have on Vine 2. Review the current social service process 3. Prepare budget proposal 4. BUDGET WORKSHOP: Budget FY 26 Discussion and Direction 5. DECISION: Budget FY 26 Funding for Homeless Program	Ongoing 4.25 4/25 7/25 9/25

Responsibility: Desiree Matthews, Deputy City Manager

ACTION: Haven on Vine Project – Phase 2 Transitional Housing

PRIORITY

Mgmt Top

Key Issues

- HUD Requirements

Activities/Milestones

1. Issue RFP 3/25
2. Secure HUD funding 3/25
3. **DECISION: Award** 8/25
Contract for Haven on Vine
Project Construction
4. Construction 10/25-5/26

Time

Responsibility: Desiree Matthews, Deputy City Manager

ACTION: Comprehensive Plan Update: Completion

PRIORITY

Mgmt High

Key Issues

Activities/Milestones

Time

•

1. Complete Comprehensive Plan Update
2. PAB: Review
3. **DECISION:**
Comprehensive Plan Update Approval

8/25

11/25

12/25

Responsibility: Craig Holland, Development Services Director

ACTION: Berlinsky House: HUD Approval

PRIORITY
Mgmt

Key Issues

- HUD Funding
- HUD Requirements
- Environmental Assessment

Activities/Milestones

1. Finalize Agreement with SHIPO
2. **DECISION: Agreement with SHIPO**
3. Complete updated Document Plan
4. Receive funding from HUD
5. Complete demolition

Time

4/25
5/25
6/25
7/25
12/25

Responsibility: Craig Holland, Development Services Director
Ashley Willis, Public Works Director

ACTION: Sign Code Update

PRIORITY
Mgmt

Key Issues

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Activities/Milestones

Time

1. Prepare draft Sign Code Update 7/25
2. Complete Public Workshops 8/25
3. Finalize draft Sign Code Update 11/25
4. **WORKSHOP: Draft Sign Code Update** 12/25
5. PAB: Review 2/26
6. **DECISION: Sign Code Update Adoption** 3/26

Responsibility: Craig Holland, Development Services Director

Management in Progress 2025 – 2026			DATE
3	1. Low- and Moderate-Income Household Home Rehabilitation Annual (12)	DevSer	Ongoing
3	2. Demolition: Homes/Buildings: Apartment Complex	DevSer	2/26
3	3. Affordable Housing Rehabilitation/New Construction on Infill Lots (1)	DevSer	
3	4. Special Event Permit (Including Special Events with Street Closures): Completion	DevSer	10/25
3	5. Community Land Trust (CLT) Program: Evaluation	DevSer	9/25
3	6. Electronic Message Board in Development Services Center Lobby: Completion	DevSer	7/25
3	7. Tenant Based Rental Assistance Program	DevSer	12/25
3	8. Zoning Clearance/Use Permit Process: Creation	DevSer	7/26
3	9. Code Enforcement Citations: Implementation	DevSer	5/26
3	10. Community Land Trust (CLT) Program: Construction	DevSer	12/26
3	11. Three-year Local Housing Assistance Plan (SHIP) and the City's Five-Year Consolidated Plan (CDBG and HOME): Completion	DevSer	7/25

Major Projects 2025 – 2026			DATE
3	1. Mark Durban Community Center Project	P&R	
	a. Design		7/25
	b. Construction		10/26
3	2. Citywide Security 2025 Initiative: Complete Camera Installations	DCM	6/25
3	3. Lancaster Loop Trail: Construction	P&R	3/25-2/26
3	4. Batting Cages and Bull Pens at Fortune Road: Completion	P&R	4/25
3	5. Shingle Creek Regional Trail Camera and Solar Lighting: Completion	DCM	12/25
3	6. Woodside Drainage Project: Construction	PW&E	9/26
3	7. Bermuda Estates Drainage Project Phase 2: Construction	PW&E	6/25
3	8. Vine Street Lights Replacement: Completion	CRA	8/25
3	9. Oak Street Baseball Field Pre-Fabricated Restrooms and Storage Building: Construction	P&R	OTH
3	10. North Lake Toho Water Quality: Clean-Up Project	Osceola County	TBD
3	11. Neighborhood Stabilization Program (NSP) House at 219 Randolph Street: Construction	DevSer	7/25
3	12. Shingle Creek Regional Trail Sections FEMA Damage Repairs to Toho Vista and Weston Sections: Completion	P&R	3/25-7/25

GOAL 4	EFFECTIVE TRANSPORTATION SYSTEM
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ACTION: Sun Rail Service and Hours Expansion:
Goals/Outcomes, Report with Options, Define City's
Role, Direction, and Funding

PRIORITY

Policy High

Key Issues

- Osceola County: Annual Operation \$20 million
- City Contribution
- Funding Mechanism
- Service Expansion
- Hours Expansion
- Community Needs
- FreeBee Expansion

Activities/Milestones

1. Continue advocacy for expanded services and hours

Time

Ongoing

Responsibility: Mike Steigerwald, City Manager

ACTION: Columbia Avenue Complete Streets Project:
Funding

PRIORITY

Policy High

Key Issues

- Construction \$8-12 million

Activities/Milestones

1. Receive dollars from the State
2. **DECISION: Award
Contract for Design of
Columbia Avenue Complete
Streets Project**
3. Complete Design

Time

7/25

7/25

12/26

Responsibility: Ashley Willis, Public Works Director

ACTION: Traffic Management Enhancement: Comprehensive Assessment of Traffic Flow and Congestion, City Role and FDOT Role, Report with Options, Direction and Implementation

PRIORITY

Policy

Key Issues

Activities/Milestones

Time

•

1. Complete Transportation Element of Comprehensive Plan
2. **REPORT: Transportation Element of Comprehensive Plan**

9/25

11/25

Responsibility: Craig Holland, Development Services Director

ACTION: Thacker Avenue Widening Project: Design and ILA
with Osceola County

PRIORITY
Policy

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
Interlocal Agreement with Osceola County	1. Negotiate ILA	TBD
	2. DECISION: ILA Approval for Thacker Avenue Widening	TBD
	3. Prepare budget proposal	4/25
	4. BUDGET WORKSHOP: Budget FY 26 Funding for Design	7/25
	5. DECISION: Budget FY 26 Adoption Funding for Thacker Avenue Widening Design	9/25
	6. Complete design	4/26

Responsibility: Ashley Willis, Public Works Director

ACTION: Connect Kissimmee: Design

PRIORITY

Policy

Key Issues

- Road Diet
- Phase 3
- SIS Re-Route
- State Highway Designation

Activities/Milestones

A. SIS RE-ROUTE

1. Meet with FDOT to
Change FIS Route

Time

4/25

B. PHASE 1

CONSTRUCTION

1. Complete Phase 1

8/25-2/27

Responsibility: Ashley Willis, Public Works Director

Management in Progress 2025 – 2026			DATE
4	1. Traffic Signs and Markings Program: Implementation	PW&E	Ongoing
4	2. ADA Transition Plan Improvements	PW&E	
	a. Quadrant 1 NE Funding		9/25
	b. Quadrant 2 SE Funding		9/25
4	3. Dirt Street Evaluation (South of High School): Completion	PW&E	2/26

Major Projects 2025 – 2026

			DATE
4	1. Oak Street and John Young Parkway Intersection Improvement: Construction	PW&E	3/25-3/26
4	2. Shingle Creek Regional Trail- Sequence II Yates Connector Project: Construction	PW&E	9/26-9/27
4	3. Mann Street Improvement Project:	PW&E	
	a. Design		6/25
	b. ROW		12/25
4	4. Annual Pavement Management Projects: Completion	PW&E	12/25
4	5. Signal Projects: Completion (Including Ball Park, Dyer, Flora Thacker)	PW&E	7/25
4	6. Hill Street Sidewalk Project: Construction	PW&E	7/25-12/25
4	7. Shingle Creek Trail Lancaster Loop: Construction	PW&E	3/25-3/26
4	8. Hoagland Boulevard Project Compete PDE	PW&E	
	a. Award Contract (City Commission Decision)		8/25
	b. Complete PDE		9/26
4	9. Central Avenue Project: Funding Construction	PW&E	OTH

GOAL 5	VIBRANT DOWNTOWN AND BEAUTIFUL LAKEFRONT
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ACTION: Downtown Hotel: Direction

PRIORITY

Policy Top

Key Issues

- Developer Agreement

Activities/Milestones

1. Review proposals
2. **WORKSHOP: Direction on Proposals**
3. Negotiate Developer Agreement for Downtown Hotel
4. **DECISION: Development Agreement for Downtown Hotel**

Time

4/25
4/25
8/25
9/25

Responsibility: Mike Steigerwald, City Manager

ACTION: Safe Downtown Action Plan: Problem Analysis,
Report with Findings, Direction, and Funding

PRIORITY

Policy Top

Key Issues

- Alcohol Sales Hours
- CRA Plan Amendments
- Police Staffing
- Funding Mechanism
- Police Downtown Deployment Plan
- Business Owner responsibilities
- Impact on CRA Budget
- Business Owners Education
- Emergency Incident Preparation

Activities/Milestones

Time

A. POLICE ACTION PLAN

1. Develop a Safe Downtown Plan 4/25
2. Develop budget proposal – additional Police Officers 4/25
3. **BUDGET WORKSHOP: Budget FY 26 Additional Police Officers** 7/25
4. **DECISION: Budget FY 26 Funding for Additional Police Officers** 9/25

B. DOWNTOWN ALCOHOL SALE HOURS

1. Complete research 4/25
2. Prepare legal framework 5/25
3. **COMMISSION BRIEFINGS: Framework** 5/25
4. Finalize draft Ordinance 6/25
5. **DECISION: Alcohol Sales Ordinance Modifications** 7/25

C. CRA PLAN AMENDMENTS

1. **BOARD DECISION: CRA Plan Amendments** 9/25

Responsibility: Police Chief/Olga Sanchez de Fuentes, City Attorney
David Rodriguez, Economic Development Director

ACTION: Downtown Supermarket and Mix-Use
Development: Master Development
Agreement

PRIORITY

Policy High

Key Issues

Activities/Milestones

Time

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1. Complete TIF Analysis –
How Much 3/25
2. Receive Development
Agreement 8/25
3. **DECISION: Development
Agreement Approval** 10/25

Responsibility: David Rodriguez, Economic Development Director

ACTION: Arts and Culture in Downtown Expansion: Goals/
Outcomes, Report with Options, Define City’s Role
Direction and Funding

PRIORITY

Policy High

Key Issues

- Trolley Tours
- Art Exhibitions
- African-American Community Events and Arts
- Caribbean Community Events and Arts

Activities/Milestones

1. Complete murals (2)
2. Explore additional events

Time

TBD
Ongoing

Responsibility: David Rodriguez, Economic Development Director

ACTION: Downtown Road Closure Policy: Evaluation, Report
with Options, Direction and Implementation****

PRIORITY
Policy

Key Issues

- Road Construction Project
- No Urgency for Road Closure Policy

Activities/Milestones

1. **DECISION: Extend Moratorium until End of Construction**
2. Prepare ordinance changes
3. Finalize Ordinance
4. PAB: Review
5. **DECISION: Road Closure Ordinance Modifications**

Time

4/25

9/25
10/25
11/25
12/25

Responsibility: Craig Holland, Development Services Director

ACTION: Nord Easy System Containers Expansion: Direction and Funding

PRIORITY

Mgmt

Key Issues

- Cost: \$20,000 each
- Funding Mechanism

Activities/Milestones

1. Determine locations
2. Complete Plan Update

Time

3/25

4/25

Responsibility: Ashley Willis, Public Works Director

Management in Progress 2025 – 2026

			TIME
5	1. Downtown Residential Parking Permit Program: Implementation	DevSer	1/26
5	2. Downtown Marketing Campaign and Implementation Plan	EcoDev	5/25
5	3. Lake Toho Water Quality and Aquatic Weed Removal Long Term Management Plan: Development	Osceola County	TBD

Major Projects 2025 – 2026

			TIME
5	1. Alleyway Redevelopment Project: Design	EcoDev	9/25

Policy Calendar 2025 – 2026

MONTH

February 2025

1.

2.

3.

4.

5.

MONTH

March 2025

1. **DECISION: Award Contract for Fire Station 2 Construction**
2. **DECISION: Work Order for Design Police Station Long-Term Plan**
3. **DECISION: Civic Center Private Signs Policy and Regulations**

MONTH

April 2025

1. **DECISION: Axon Contract and the Addition of Cameras for all Sworn: Renewal**
2. **WORKSHOP: Development Proposal Report for Airport Hotel**
3. **PRESENTATION: Framework Annual Business Boost 2.0 Program**
4. **WORKSHOP: Direction on Proposals for Downtown Hotel**
5. **DECISION: Road Closure Extend Moratorium until End of Construction**

MONTH

May 2025

1. **DECISION: Fire Labor Contract Approval**
2. **DECISION: Building and Fire Prevention Fees Adoption**
3. **DECISION: Developer Selection for Airport Hotel**
4. **DECISION: Affordable Housing Policy: Update and Adoption**
5. **DECISION: Agreement with SHIPO – Berlinsky House**
6. **COMMISSION BRIEFINGS: Framework for Alcohol Sales Hours**

MONTH

June 2025

1. **PRESENTATION: Permitting and Licensing Processes Report Update – Findings, Actions Taken and Future Actions**
2. **JOINT MEETING: St. Cloud and Osceola County**
3. **PRESENTATION: How the Code Enforcement Process Works – Discussion and Direction**
4. **DECISION: Development Review Fees Adoption**

MONTH

July 2025

1. **BUDGET WORKSHOP: Budget FY 26 Funding for:**
 - a. **Community Survey**
 - b. **Kissimmee Marketing Program**
 - c. **Fire Staffing (Four Shifts)**
 - d. **Mobile Command Bus Replacement**
 - e. **Retail Study**
 - f. **Thacker Avenue Widening Design**
 - g. **Police Officers for Downtown**
 - h. **Homeless**
2. **BUDGET WORKSHOP: City 5-Year Financial Plan Presentation**
3. **BUDGET WORKSHOP: Capital Improvement Plan**
4. **DECISION: Award Contract for Fire Station 5 Construction**
5. **DECISION: Award Contract for Design of Columbia Avenue Complete Streets Project**
6. **DECISION: Alcohol Sales Ordinance Modifications**
7. **WORKSHOP: Pathway to Homeownership Program Report Discussion and Direction**

MONTH

August 2025

1. **DECISION: Police Civilian Review Board Ordinance**
2. **DECISION: Department-wide Fees Schedule**
3. **DECISION: Award Contract for Haven on Vine Project Construction**

MONTH

September 2025

1. **DECISION: Budget FY 26 Adoption**
2. **DECISION: Airport Hotel Development Agreement Approval**
3. **DECISION: Grant Administrator Selection Annual Business Boost 2.0 Program**
4. **DECISION: Workforce Partner Agreement**
5. **DECISION: Development Agreement for Downtown Hotel**
6. **CRA BOARD DECISION: CRA Plan Amendments**

MONTH

October 2025

1. **WORKSHOP: Marketing Program Framework – Goals, Options and Direction**
2. **DECISION: Cemetery Ordinance: Update**
3. **WORKSHOP: Comprehensive Economic Development Report with Policies and Tools**
4. **DECISION: Submission of Application for U. S. Customs and Border Office**
5. **DECISION: Developer Selection for Kmart Site Redevelopment**
6. **DECISION: Loan for Hangers (3) Construction**
7. **DECISION: Development Agreement Approval Downtown Gather and Grow**

MONTH

November 2025

1. **REPORT: Transportation Element of Comprehensive Plan**

2.

MONTH

December 2025

1. **DECISION: Award Contract for Community Survey**
2. **DECISION: Mobility Fee Update**
3. **DECISION: Comprehensive Plan Update Approval**
4. **WORKSHOP: Draft Sign Code Update**
5. **DECISION: Road Closure Ordinance Modifications**

MONTH

January 2026

1.

2.

3.

4.

5.

6.

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