MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MARCH 3, 2026 AT 6:00 PM

1. **MEETING CALLED TO ORDER**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
3. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**
   - 3.A Proclamation - Meals on Wheels
   - 3.B Proclamation - Flood Awareness Week
   - 3.C Employee of the Month for March
   - 3.D Promotion Ceremony for Police Sergeant and Corporal
4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**
   - 4.A Public Hearing – Final Reading – Proposed Ordinance #26-01 – Amending the Future Land Use Map designation from Single-Family – Low Density Residential (SF-LDR) to Industrial Business (IB): 610 Buckley Dr. Future Land Use Map Amendment – LUPA-25-0007

     AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE
   - 4.B Public Hearing – Final Reading – Proposed Ordinance #26-02 – Amending the Zoning Map designation from Single-Family – Residential (RA-1) to Airport Industrial (AI): 610 Buckley Dr. Zoning Map Amendment – ZMA-25-0011

     AN ORDINANCE AMENDING ORDINANCE NO. 3130 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
5. **PUBLIC HEARINGS**
6. **HEAR AUDIENCE**
   Anything requiring a vote will be heard at a later time.
7. **CONSENT AGENDA**
   The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

7.A Approval of City Commission Minutes from the February 17, 2026 meeting

7.B Use of Sourcewell Contract for Citywide Construction and Repair Services

7.C Acceptance of Agreement with Life Extension Clinics, Inc., DBA Life Scan Wellness Centers

7.D Sponsorship from Kissimmee Utility Authority for Special Event Series

7.E Dyer Boulevard and Ball Park Road Traffic Signal Installation

7.F Memorandum of Understanding With Tohopekaliga Water Authority For Ree Lane Paving Within City Right-of-Way

7.G Award Construction Manager at Risk to Core Construction for Lakeside Fire Station and Durbin Park Community Center

7.H Railroad Crossing Safety Improvements – Quiet Zone

7.I Osceola HOME Consortium Disbursement Agreement Between Osceola County and the City of Kissimmee (FY 2025-2026)

7.J Continuing Services Contract for Roof Replacement, Housing Rehabilitation/Demolition and Reconstruction Contractor

7.K Approval of a Lien Reduction and Appeals Policy

7.L Memorandum of Understanding between the City of Kissimmee and Centro Unido de Detallistas Puerto Rico (CUD)

8. DISCUSSION ITEMS

8.A City Commission Travel Policy Request for Funding

8.B Discussion on Parliamentary Procedures and Commission Code of Conduct

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

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

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

ITEM 3.A
Proclamation - Meals on Wheels

Request

Presentation of the March for Meals and Senior Nutrition Month Proclamation to the Osceola Council on Aging, to be accepted by Christin Houghland, R.N., BSN, Director of Special Projects & Strategic Initiatives.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation - Meals on Wheels

Proclamation

City of Kissimmee
Florida

MEALS ON WHEELS

WHEREAS, the City of Kissimmee Commissioners makes every effort to recognize programs that make significant contributions to the quality of life for residents of the City of Kissimmee and Osceola County; and

WHEREAS, the Osceola Council on Aging and its senior nutrition programs serve those who are ill, frail, elderly, nutritionally at-risk or disabled; and

WHEREAS, by providing meals and other nutrition services, senior nutrition programs enable individuals to live independently in their homes and avoid premature institutionalization; and

WHEREAS, in 2025 the Osceola Council on Aging touched the lives of 233,000 residents in the City of Kissimmee and Osceola County area and

WHEREAS, Meals on Wheels provides important daily social contact for homebound individuals; and

WHEREAS, Senior Dining Clubs provide not only a nutritious noon meal, but socialization; and

WHEREAS, one of the goals of senior nutrition programs is to ensure no senior goes to bed hungry; and

WHEREAS, senior nutrition programs are community-based and rely on the support of the community's resources, both human and financial, in order to achieve their goals; and

WHEREAS, the Osceola Council on Aging's Meals on Wheels program has operated in Osceola County for 55 years providing services to the frail and vulnerable residents of our community; and

WHEREAS, in 2025, the Osceola Council on Aging's Meals on Wheels program provided 166,356 meals annually for 515 clients and also provided 2.3 million pounds of food to those in need; and

WHEREAS, senior nutrition programs across Florida and throughout the United States are participating in the March for Meals campaign to increase public awareness of the work and needs of senior nutrition programs, and to raise funds and recruit volunteers to assist in the delivery of meals and other nutrition services; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim March 2026 as "**March for Meals and Senior Nutrition Month"** in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 17th day of February 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.B
Proclamation - Flood Awareness Week

Request

Proclamation Presentation to Ashley Willis, Public Works Director, and Nagel Altrui, Floodplains Manager of the City of Kissimmee, in honor of Flood Awareness Week.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation - Flood Awareness Week 2026

Proclamation

City of Kissimmee
Florida

FLOOD AWARENESS WEEK

WHEREAS, the City of Kissimmee has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding that has caused damage and flood losses to homes and buildings in all areas whether they are high-risk special flood hazard areas or low to moderate risk flood zones; and

WHEREAS, the City of Kissimmee is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

WHEREAS, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

WHEREAS, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety and welfare of residents, the Florida Floodplain Managers Association (FFMA), have declared the week of March 9th -15th , 2026; as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim March 9th – 15th 2026 as **"Flood Awareness Week"** and encourage the citizens of the City of Kissimmee to increase their knowledge of how to protect themselves and their property from flooding.

IN WITNESS, THEREOF, this is signed this 3rd day of March 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.C
Employee of the Month for March

Request

Staff requests that the City Commission join the City Manager in recognizing Stacy Stoddard of the Public Works Department as the Employee of the Month for March.

Explanation

The City of Kissimmee formally recognizes Stacy Stoddard, Property Maintenance Technician with the Public Works Department, as the March 2026 Employee of the Month.

Mr. Stoddard served the City for nearly seven years and consistently demonstrated a strong work ethic, professionalism, and a steadfast commitment to excellence. In his role supporting The Haven on Vine, he performed his duties with extensive knowledge, diligence and reliability while maintaining a respectful and service-oriented approach to both residents and colleagues. His contributions significantly supported the Haven's daily operations and overall quality.

It is with deep sadness that we acknowledge Mr. Stoddard passed away on February 21, 2026, prior to receiving this recognition. While his family held a private service, the City wishes to publicly honor his dedicated service and express our sincere appreciation for his years of commitment to the Kissimmee community.

This recognition is presented in gratitude for his contributions and in respectful remembrance of his service. His playful personality, endearing smile, and quiet persistence will forever be remembered by those who had the privilege of knowing him and working alongside him.

Members of his family are present to accept this honor on his behalf.

The City of Kissimmee extends its heartfelt condolences to Mr. Stoddard’s family and expresses its enduring appreciation for his dedicated public service.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 3.D
Promotion Ceremony for Police Sergeant and Corporal

Request

Swearing in and administering of oath for newly promoted Police Sergeant Adam Phillips, and Corporal Monica Gavilanes.

Explanation

Adam Phillips was hired by the City in December of 2014, and has worked assignments in the Patrol and Special Operations Divisions.

Monica Gavilanes was hired by the City in February of 2019, and has worked assignments in the Patrol, TAC, and Traffic Enforcement Divisions.

These promotions reflect their dedication, leadership, and commitment to serving the community, and the ceremony will formally recognize their achievements.

Department: Police
Presenter: Charles Broadway

Attachment(s):
1. (S) Oath of Office A. Phillips, M. Gavilanes

OATH OF OFFICE

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

_____ __/__ /___
Signature of Employee

_____ __/__ /___
Signature of Chief of Police

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 3rd day of March 2026 by Adam Phillips who is (X) personally known ( ) or produced _____ as identification.

_____
Signature of Notary Public – State of Florida
Name of Notary (typed, printed or stamped)

OATH OF OFFICE

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

_____ __/__ /__
Signature of Employee

_____ __/__ /__
Signature of Chief of Police

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 3rd day of March 2026 by Monica Gavilanes who is (X) personally known ( ) or produced _____ as identification.

_____
Signature of Notary Public – State of Florida
Name of Notary (typed, printed or stamped)

ITEM 4.A

Public Hearing – Final Reading – Proposed Ordinance #26-01 – Amending the Future Land Use Map designation from Single-Family – Low Density Residential (SF-LDR) to Industrial Business (IB): 610 Buckley Dr. Future Land Use Map Amendment – LUPA-25-0007

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

Request

Requesting approval of Final Reading of Proposed Ordinance #26-01 for a Future Land Use Map Amendment to change the Future Land Use Map designation from Single-Family – Low Density Residential (SF–LDR) to Industrial Business (IB) on approximately 5.223 acres of land on Parcel IDs: 19-25-29-0000-0290-0000, 19-25-29-0000-0280-0000, and 19-25-29-0000-0281-0000.

Explanation

Currently, these parcels are either vacant or have a single-family house on the property. The requested future land use of Industrial Business and requested zoning of Airport Industrial meet the intent of the Comprehensive Plan and Land Development Code in keeping the industrial sector in compatible centers around the City. These properties would help to increase the industrial center in the southwest quadrant of the City near the airport. This helps ensure traffic, infrastructure, and other industrial impacts are kept in designated areas intended for these uses. The properties also sit within the Conservation Overlay District, which will help to ensure the proposed developments will not have an adverse effect on the surrounding environments and to Shingle Creek. The Overlay requires any development within the district to conduct conservation impact reports. These reports will include an analysis of the property and techniques appropriate for protecting any important environmental characteristics of the property.

This Future Land Use Map Amendment to Industrial Business (IN) land use will provide consistency and compatibility with the parcel's proposed zoning designation of Airport Industrial (AI). The intent of the Industrial Business Future Land Use is to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall apply to areas appropriate for typical industrial uses or for mixed-use development consisting of light-industrial uses and compatible commercial uses. The Land Development Code shall establish the specific permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business land use designation.

FINDINGS AND REASONS

1. Compliance with Policy 1.2.4.3: Industrial Business (IN): This land use is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and compatible commercial uses. The Land Development Code shall establish the specific

permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business land use designation.
2. Compliance with Land Development Code Section 14-3-26, Comprehensive Plan text and Map Amendments, in regards to the submittal and review procedures and criteria to support an amendment.
3. Compliance with Comprehensive Plan Policy 1.1.3.2 in maintaining the major centers for industrial activity with this land use included in the airport and airport environs within the southwest quadrant of the City.
4. Compliance with Land Development Code 14-4-7.B, Conservation Overlay District, which is intended to protect the integrity of environmentally sensitive areas including wetlands, surface waters, floodplains, and special wildlife and plant habitats. This is to be achieved by requiring the preparation and implementation of an acceptable conservation impact report in conjunction with any development proposal submitted for a use permitted in the underlying zoning district. This report will include an analysis of the property and techniques appropriate for protecting any important environmental characteristics of the property.

Recommendation

Approve Final Reading of Proposed Ordinance #26-01.

The Development Review Committee (DRC) recommended approval on December 5, 2025.

The Planning Advisory Board recommended approval by a vote of 3 to 1 at their January 7, 2026, meeting.

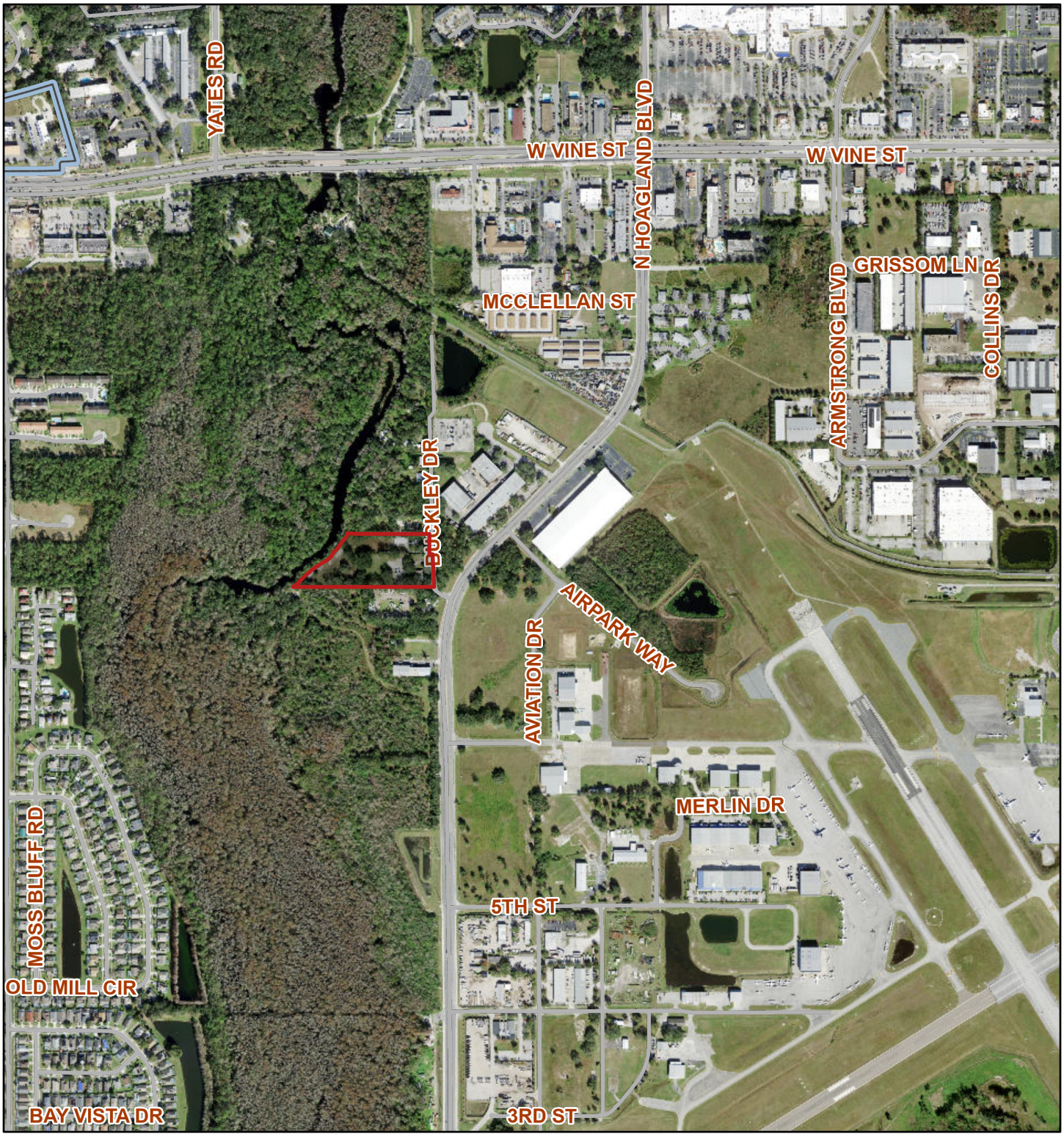
REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Ryan Altizer

Attachment(s):
1. LUPA-25-0007 Aerial Map
2. LUPA-25-0007 Vicinity Map
3. LUPA-25-0007 Site Data Table
4. (S) LUPA-25-0007 Buckley Drive Proposed Ord 26-01
5. LUPA-25-0007 CC Ad
6. LUPA-25-0007 01.07.26 PAB Actions
7. LUPA-25-0007 DRC Comments
8. LUPA-25-0007 Supporting Docs

LUPA-25-0007
610 Buckley St. Future Land Use Map Amendment
Parcel IDs: 19-25-29-0000-0290-0000, 19-25-29-0000-0281-0000 and 19-25-29-0000-0280-0000



December 12, 2025

1:11,987

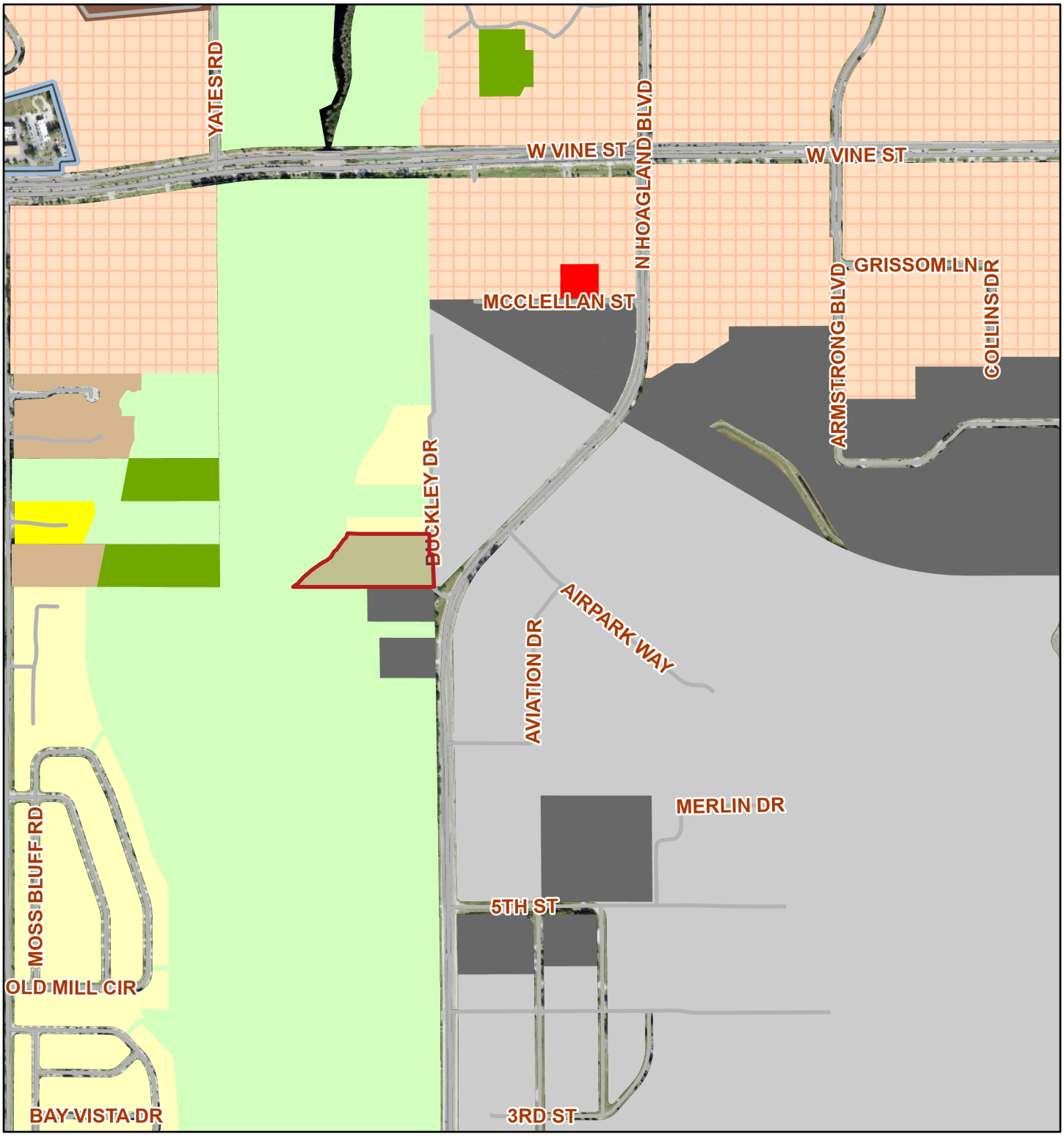
0 0.07 0.15 0.3 mi
0 0.13 0.25 0.5 km

Parcels
Road Centerlines
City Limits
CITY
COUNTY
World Imagery

Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations
2.4m Resolution Metadata

State of Florida, Vantor

LUPA-25-0007
610 Buckley St. Future Land Use Map Amendment
Parcel IDs: 19-25-29-0000-0290-0000, 19-25-29-0000-0281-0000 and 19-25-29-0000-0280-0000



December 12, 2025

Parcels

Road Centerlines

City Limits

CITY

COUNTY

Future Land Use

1:11,987

0 0.07 0.15 0.3 mi

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State of Florida, Vantor

610 Buckley Dr. Future Land Use Map Amendment, LUPA-25-0007
Parcel IDs #19-25-29-0000-0290-0000, 19-25-29-0000-0280-0000 and 19-25-29-0000-0281-0000; 610 Buckley Dr
Site Data Tables

Site Data	
Size	+/- 5.223 acres
Future Land Use Designation	Single-Family Low Density Residential (SF-LDR)
Proposed Future Land Use Designation	Industrial Business (IN)
Zoning District Designation	Single-Family Residential (RA-1)
Proposed Zoning District Designation	Airport Industrial (AI)
Existing Overlay District	Conservation Overlay (CO) and the Multimodal Transportation District (MMTD)
Existing Use(s)	Single-Family House
Proposed Use(s)	N/A
Adjacent Land Use	
North	Single-Family Low Density Residential (SF-LDR)
South	Industrial Business (IN)
East	Airport Expansion (AE)
West	Recreation (REC)
Adjacent Zoning	
North	Single-Family Residential (RA-1)
South	Airport Industrial (AI)
East	Airport Industrial (AI)
West	Open Space (OS)
Zoning History	N/A
Past/Current Project Tracking	N/A

Comprehensive Plan Summary	
Policy 1.2.4.3: Industrial Business (IN): This land use is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and compatible commercial uses. The Land Development Code shall establish the specific permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business land use designation	
Potential Zoning Districts	IB, AI and BP
	Form-based Districts: T5-U
	Planned Unit Development District – MUPUD, RPUD, SRPUD, PUD

Zoning District Standards District Summary
Land Development Code Section 14-4-4(P), AI, Airport Industrial District. This district is intended to accommodate activities predominantly connected with typical industrial uses, as well as supporting non-industrial uses in the vicinity of the Kissimmee Municipal Airport. It is intended to permit the normal operation of a variety of industrial and related uses under such conditions of operation as will protect nearby development. This district is intended for use in areas which have been assigned an Airport Industrial (AI) or Industrial Business (IN) land use designation by the comprehensive plan. All uses shall conform to the Kissimmee Airport Master Plan and chapter 8 of the Code..

Comprehensive Plan Future Land Use & Zoning Comparisons		
	Existing Future Land Use & Zoning	*Requested Future Land Use & Zoning*
Uses	Single-Family Low Density Residential (SF-LDR)	Industrial Business (IN)
	Single-Family Residential (RA-1)	Airport Industrial (AI)
	Single-Family House	N/A

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

PROPOSED ORDINANCE NO. 26-01
ORDINANCE NO. _____

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

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

WHEREAS, City advertised the Comprehensive Plan amendment as required by Fla. Stat. § 166.041 and § 163.3184 for two (2) public hearings prior to adoption of this ordinance; and

WHEREAS, adjacent and affect property owners were properly notified as required by City Code and Florida Statutes; and

WHEREAS, the City Commission received the recommendation of the Planning Advisory Board (the Local Planning Agency "LPA").

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

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

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

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

TO: IN (Industrial Business) - City

The subject properties are located at 610 Buckley Drive; Parcel ID# 19-25-29-0000-0290-0000, 19-25-29-0000-0280-0000 and 19-25-29-0000-0281-0000

Legal Descriptions:

Parcel 1: 19-25-29-0000-0290-0000
BEG 9 FT N OF SE COR OF NW 1/4, N 200 FT, W 450 FT, S 200 FT, E 450 FT TO POB

Together with Parcel 2: 19-25-29-0000-0280-0000

COM AT NE COR OF SE 1/4 OF NW 1/4, S 1000 FT TO POB; CONT S 100 FT, W TO E BANK OF SHINGLE CREEK, NELY ALONG CREEK TO PT W OF POB, E TO POB LESS E 30 FT FOR R/W

Together with Parcel 3: 19-25-29-0000-0281-0000
BEG SE COR OF NW 1/4, N 209 FT TO POB; W 450 FT, S 200 FT, W TO E BANK OF SHINGLE CREEK, NELY ALONG CREEK TO PT 1100 FT S OF N/L OF SE 1/4 OF NW 1/4, E TO E/L OF NW 1/4, S 27.45 FT MOL TO POB LESS E 30 FT FOR R/W

A map of the area is included with this ordinance.

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

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

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

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

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this **3rd** day of **March**, 2026.

_____
Mayor - Commissioner

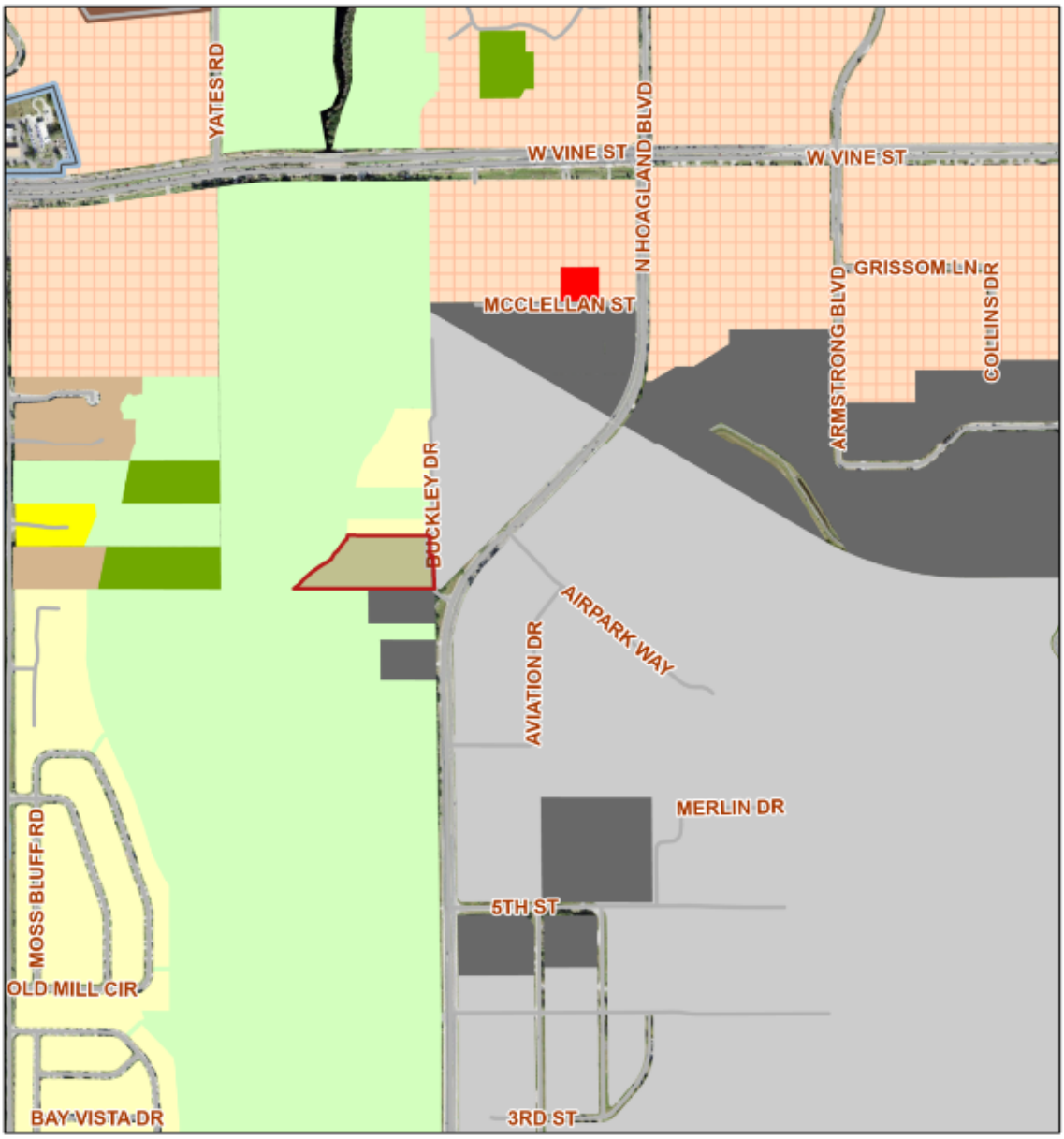
ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

LUPA-25-0007
610 Buckley St. Future Land Use Map Amendment
Parcel IDs: 19-25-29-0000-0290-0000, 19-25-29-0000-0281-0000 and 19-25-29-0000-0280-0000



December 12, 2025

Parcels

Road Centerlines

City Limits

CITY

COUNTY

Future Land Use

1:11,987

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

State of Florida, Vantor

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

The City of Kissimmee proposes to adopt the following ordinance that would change the use of land as described below. A public hearing on this proposal will be held by the City of Kissimmee City Commission to consider the first reading of the proposed ordinance on **Tuesday, March 3, 2026,** at 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

PROPOSED ORDINANCE# **26-01**: AN ORDINANCE AMENDING ORDINANCE NO. 3130 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

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

TO: **IN (Industrial Business) - City**

The subject properties are located at **610 Buckley Dr. Parcel IDs: 19-25-29-0000-0290-0000, 19-25-29-0000-0280-0000 and 19-25-29-0000-0281-0000**.

Legal Description:

Parcel 1: 19-25-29-0000-0290-0000
BEG 9 FT N OF SE COR OF NW 1/4, N 200 FT, W 450 FT, S 200 FT, E 450 FT TO POB

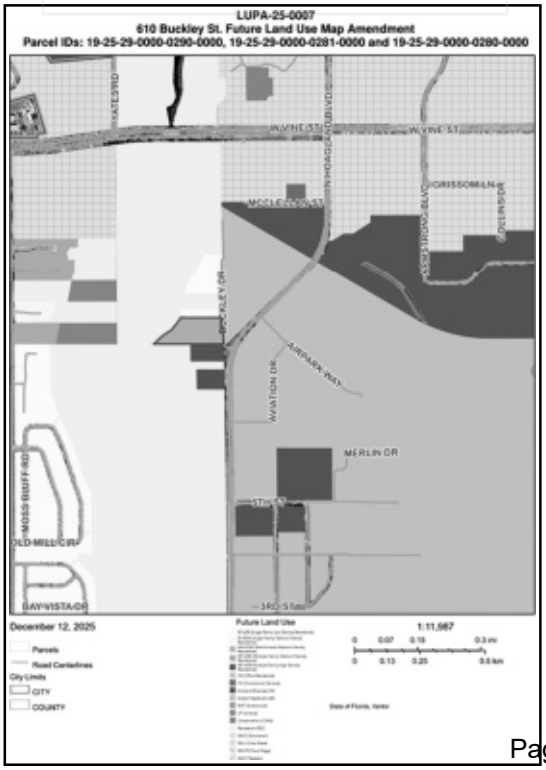
Together with Parcel 2: 19-25-29-0000-0280-0000
COM AT NE COR OF SE 1/4 OF NW 1/4, S 1000 FT TO POB; CONT S 100 FT, W TO E BANK OF SHINGLE CREEK, NELY ALONG CREEK TO PT W OF POB, E TO POB LESS E 30 FT FOR R/W

Together with Parcel 3: 19-25-29-0000-0281-0000
BEG SE COR OF NW 1/4, N 209 FT TO POB; W 450 FT, S 200 FT, W TO E BANK OF SHINGLE CREEK, NELY ALONG CREEK TO PT 1100 FT S OF N/L OF SE 1/4 OF NW 1/4, E TO E/L OF NW 1/4, S 27.45 FT MOL TO POB LESS E 30 FT FOR R/W

The purpose of this public hearing is to consider a proposed amendment to Ordinance 3050, known as the Comprehensive Development Plan, which would change the 2025 Future Land Use Map of the Kissimmee Comprehensive Plan.

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

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



MEETING ACTIONS
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, JANUARY 7, 2026 AT 6:00 PM

1. **MEETING CALLED TO ORDER Members Present:** Board Member Alex Alemi, Board Member Robert Bussiere, Board Member Javin Lopez, Board Member Raymond Sanchez

   Staff Present: Brenda Ryan, Planning Manager, Cristian Arias, Senior Planner, Ryan Altizer, Senior Planner, Courtney Harris, Planner II, Kalanit Oded, Deputy City Attorney, Junellyx Cartagena, Administrative Assistant II

   Members Absent: Board Member Lynda Roth, Board Member Thomas Kapp, Board Member Jon Arguello

   Chairman Robert Bussiere called the meeting to order at 6:00 p.m.

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

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

3. **MINUTES**

3.A Approval of the November 5, 2025 Planning Advisory Board (PAB) Meeting Minutes.

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

AYE: Board Member Alemi, Board Member Bussiere, Board Member Lopez, Board Member Sanchez

NAY: None

Motion to Approve Passed 4 - 0.

3.B Approval of the November 19, 2025 Planning Advisory Board (PAB) Meeting Minutes.

Board Member Alex Alemi made a motion to Approve. Board Member Javin Lopez seconded the motion.

AYE: Board Member Alemi, Board Member Bussiere, Board Member Lopez, Board Member Sanchez

NAY: None

Motion to Approve Passed 4 - 0.

4. **OLD BUSINESS**

5. **NEW BUSINESS**

5.A Public Hearing - CU-25-0017 — Conditional Use with Site Plan to establish an office at 1720 W Oak St.

Board Member Alex Alemi made a motion to Approve w/Conditions. Board Member Javin Lopez seconded the motion.

AYE: Board Member Alemi, Board Member Bussiere, Board Member Lopez, Board Member Sanchez
NAY: None

Motion to Approve w/Conditions Passed 4 - 0.

5.B. Public Hearing - LUPA-25-0007 — Amending the Future Land Use Map designation from Single-Family – Low Density Residential (SF-LDR) to Industrial Business (IB): 610 Buckley Dr. - Proposed Ordinance #26-01

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

Board Member Alex Alemi made a motion to Approve. Board Member Javin Lopez seconded the motion.
AYE: Board Member Bussiere, Board Member Lopez, Board Member Sanchez
NAY: Board Member Alemi

Motion to Approve Passed 3 - 1.

5.C. Public Hearing — ZMA-25-0011 — Amending the Zoning Map designation from Single-Family – Residential (RA-1) to Airport Industrial (AI): 610 Buckley Dr. - Proposed Ordinance #26-02

AN ORDINANCE AMENDING ORDINANCE NO. 3110 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Board Member Alex Alemi made a motion to Approve. Board Member Raymond Sanchez seconded the motion.

AYE: Board Member Alemi, Board Member Bussiere, Board Member Lopez, Board Member Sanchez
NAY: None

Motion to Approve Passed 4 - 0.

6. PUBLIC HEARINGS

7. DISCUSSION

8. HEAR CHAIRMAN AND BOARD MEMBERS

9. ADJOURNMENT

There being no further business to come before the Planning Advisory Board, Chairman Robert Bussiere adjourned the meeting at 6:46 PM.

Board Chairman

ATTEST:

Board Secretary

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

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the office of the City Clerk at (407) 518-2309 prior to the meeting.

DEVELOPMENT PROJECT COMMENT FORM

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

ADDRESS: 610 Buckley Dr **DATE: 11/13/2025**
PERMIT NUMBER: LUPA-25-0007
PROJECT NAME: Buckley LUPA
REVIEW VERSION NUMBER: V.1

Review Status:
APPROVED WITH CONDITIONS.

PLANNING DIVISION - Ryan Altizer - 407.518.2107 – Ryan.Altizer@kissimmee.gov

Comments/Conditions:

1. The Proposed Land Use of Industrial Business (IN) is compatible with the proposed zoning of Airport Industrial (AI). This project is linked to ZMA-25-0011 and will need to be approved for the rezoning to be approved.

2. The proposed Land Use adheres to Comprehensive Plan Policy 1.2.4.3.

3. The proposed Land Use adheres to and promotes Comprehensive Plan Policy Objective 1.1.3.

4. Provide owner authorization and supporting documents for “MALSINGH SURAJ T EST & C/O MALSINGH ANNIE PR” in order to move this to the Planning Advisory Board.

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

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

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

DEVELOPMENT PROJECT COMMENT FORM

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

ADDRESS: 610 Buckley Dr **DATE: 11/13/2025**
PERMIT NUMBER: LUPA-25-0007
PROJECT NAME: Buckley LUPA
REVIEW VERSION NUMBER: V.2

Review Status:
APPROVED WITH CONDITIONS.

PLANNING DIVISION - Ryan Altizer - 407.518.2107 – Ryan.Altizer@kissimmee.gov

Comments/Conditions:

1. With the documents submitted, this future land use can be approved and moved on to the Planning Advisory Board.

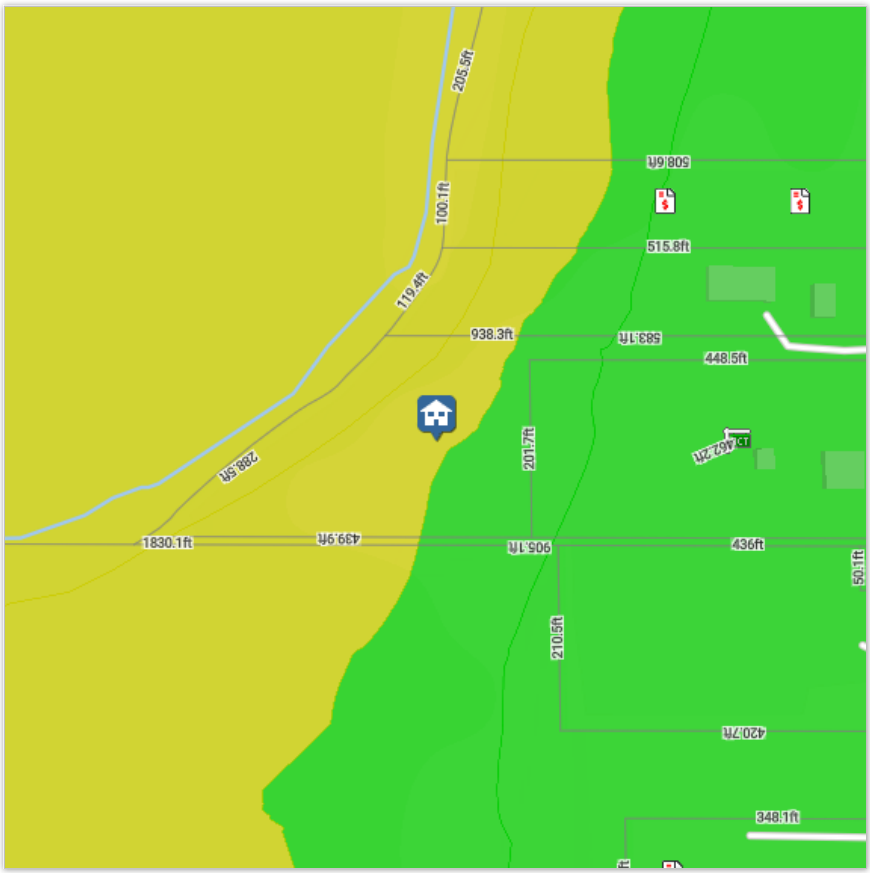
If you have any questions regarding the comments/conditions above, please use the contact information provided.

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

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

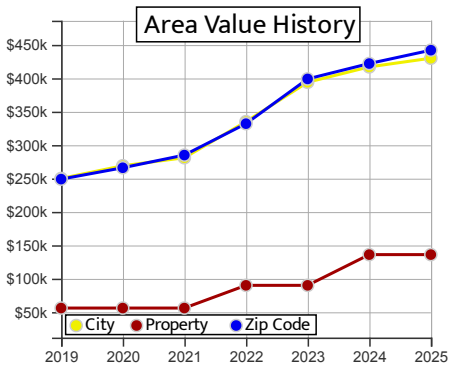
PROPERTY INFORMATION

PID # 19 25 29 0000 0281 0000
Property Type: Residential
Property Address:
0 BUCKLEY DR
KISSIMMEE, FL 34741
Current Owner:
TOM EDELSTON
LINDA EDELSTON
Tax Mailing Address:
1265 TREE BAY LN
SARASOTA, FL 34242-3846
Property Use:
0001 / VACANT (county)
00 / VACANT RESIDENTIAL (state)
Land Use:
1. RESIDENTIAL CANAL (0205)
Area: 2.02 acres / 87,991 sf
Frontage: 200 ft **Depth:** 440 ft
2. RESIDENTIAL CANAL (0205)
Area: 0.39 acres / 16,988 sf
Frontage: 27 ft **Depth:** 630 ft
Total Lot Size: 2.41 acres / 104,979 sf
Waterfront: Yes - RESIDENTIAL CANAL
Subdivision: n/a
Subdivision #: 0000
Census Tract/Block: 041700 / 1000
Twn: 25 **Rng:** 29 **Sec:** 19
Block: 0281 **Lot:** 0000
Neighborhood Code: 102025.00
Coordinates: 28.2972(lat) -81.4507(lon)
Legal Description:
BEG SE COR OF NW 1/4, N 209 FT TO POB; W 450 FT, S 200 FT, W TO E BANK OF SHINGLE CREEK, NELY ALONG CREEK TO PT 1100 FT S OF N/L OF SE 1/4 OF NW 1/4, E TO E/L OF NW 1/4, S 27.45 FT MOL TO POB LESS[full...]
Plat Book # **Page #**



VALUE INFORMATION

	2021	2022	2023	2024	2025 *
Building Value:	$0	$0	$0	$0	$0
Extra Features:	$0	$0	$0	$0	$0
Land Value:	$56,800	$90,800	$90,800	$136,200	$136,200
Just Market Value:	**$56,800**	**$90,800**	**$90,800**	**$136,200**	**$136,200**
Percent Change:	- n/a -	59.86%	0%	50%	0%
Total Assessed Value:	$56,800	$90,800	$90,800	$136,200	$83,160
Homestead Exemption:	No	No	No	No	No
Total Exemptions:	$0	$0	$0	$0	$0
Taxable Value:	$56,800	$62,480	$68,728	$75,600	$83,160
Total Tax Amount:	$1,251.73	$1,251.73	$1,325.74	$1,325.74	-n/a-



Taxing District(s): 200 ,

Estimated Current Value: **$148,461***

Equity Estimate: $148,461
0%

*Estimate of potential property value and equity amounts are based on proprietary computational models.

SALES INFORMATION

Deed Type:	WARRANTY DEED			**Price:**	$90,000	**Qualifiers:**	Q,M[1],V
Sale Date:	06/30/1997	**Recorded Date:**		**Document #**	Bk 1414/Pg 1365		
Grantor:	DEL RIO ANA			**Grantee:**	EDELSTON TOM & EDELSTON LINDA H/W		

Qualifier Flags: Q=Qualified, U=Unqualified, O=Other (see note), M=Multiple, P=Partial, V=Vacant, I=Improved
[1] U : QUAL@TIME OF SALE/MULTI PARCEL W/MULTI PRCL NUMBER

BUILDING INFORMATION

No buildings on this property.

OTHER IMPROVEMENT INFORMATION

Covered Parking:	No	**Pool:**	No

CITY INTERACTIONS

No city inspection, licensing, permit, or code violation data available for this property.

ASSIGNED SCHOOLS

School Name	Grades	Enrollment	School Rating	Report Card	Distance
Pleasant Hill Elementary School	PK-05	741	C (2023/2024)	FL DOE	2 miles
Larger Class Sizes					
Kissimmee Middle School	06-08	1,289	C (2023/2024)	FL DOE	1.5 miles
Below Average Standardized Testing Scores					
Liberty High School	09-12	1,613	C (2023/2024)	FL DOE	9.3 miles
Below Average Standardized Testing Scores					

Source: National Center for Education Statistics, 2022-2023 ; Florida Dept of Education, 2023-2024

FLOOD ZONE DETAILS

Zone	Description	CID	Panel #	Published
AE	Areas of 100-year flood; base flood elevations and flood hazard factors determined.	120189	12097C0065G	06/18/2013
X	Area that is determined to be outside the 1% and 0.2% chance floodplains.	120189	12097C0065G	06/18/2013

Source: FEMA National Flood Hazard Layer (NFHL), updated 08/07/2025

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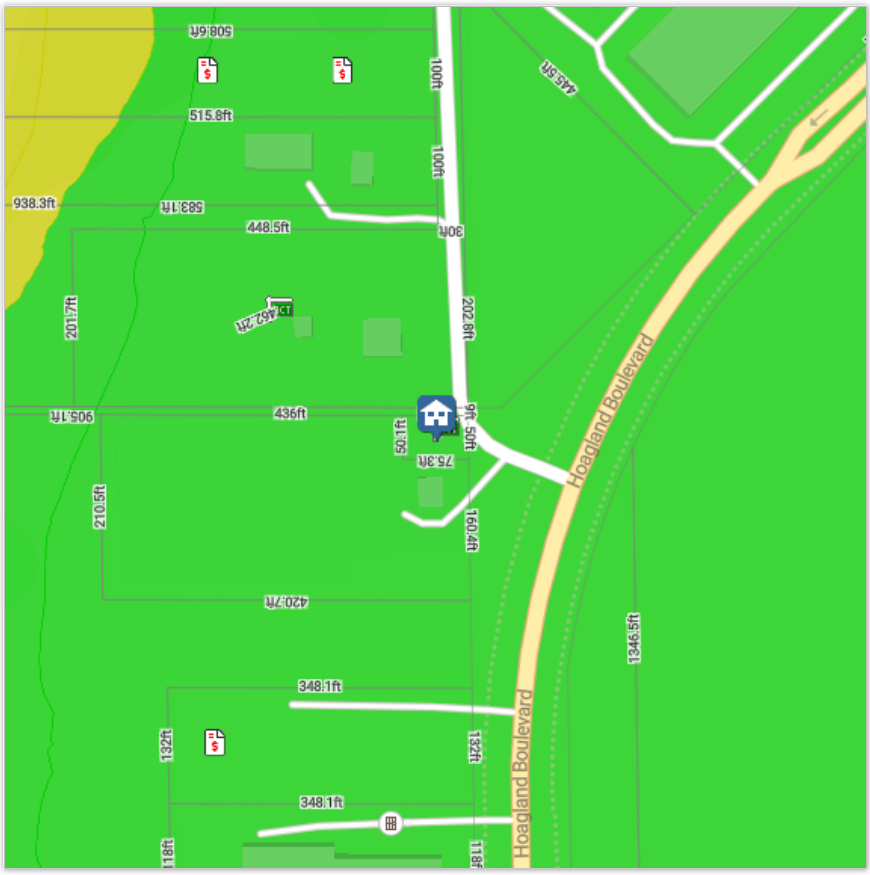
StellarMLS - IMAPP

Osceola County Tax Report - 0 BUCKLEY DR, KISSIMMEE, FL 34741
Report Prepared By Mara Rodriguez

PROPERTY INFORMATION

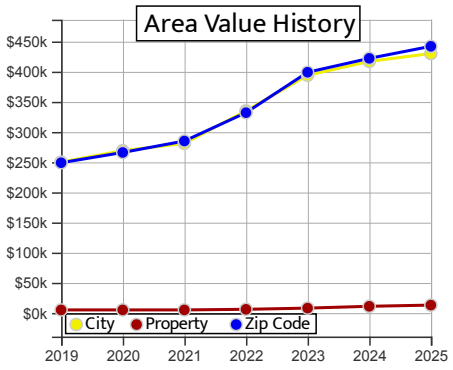
PID # 19 25 29 00U0 0160 0000
Property Type: Industrial
Property Address:
0 BUCKLEY DR
KISSIMMEE, FL 34741
Current Owner:
SURAJ EST MALSINGH
ANNIE PR MALSINGH
Tax Mailing Address:
610 BUCKLEY DR
KISSIMMEE, FL 34741-4517
Property Use:
4001 / VACANT IND-VAC (county)
40 / VACANT INDUSTRIAL (state)
Land Use:
INDUSTRIAL SQ FT (1600)
Zoning: KAI/AIRPORTIND
Lot Size: 0.09 acres / 3,920 sf
Waterfront: No
Subdivision: n/a
Subdivision #: 00U0
Census Tract/Block: 041700 / 1000
Twn: 25 **Rng:** 29 **Sec:** 19
Block: 0160 **Lot:** 0000
Neighborhood Code: 994000.00
Coordinates: 28.297(lat) -81.4493(lon)
Legal Description:
BEG AT NE COR OF E 1/2 OF SW 1/4, W 75 FT, S 50 FT, E 75 FT, N 50 FT TO POB
Plat Book # **Page #**



VALUE INFORMATION

	2021	2022	2023	2024	2025 *
Building Value:	$0	$0	$0	$0	$0
Extra Features:	$0	$0	$0	$0	$0
Land Value:	$5,700	$6,900	$8,300	$11,400	$13,400
Just Market Value:	**$5,700**	**$6,900**	**$8,300**	**$11,400**	**$13,400**
Percent Change:	- n/a -	21.05%	20.29%	37.35%	17.54%
Total Assessed Value:	$5,700	$6,900	$8,300	$11,400	$6,817
Homestead Exemption:	No	No	No	No	No
Total Exemptions:	$0	$0	$0	$0	$0
Taxable Value:	$4,658	$5,123	$5,635	$6,198	$6,817
Ad Valorem Taxes:	$99.65	$99.65	$113.38	$113.38	
Non-Ad Valorem Taxes:	$2.68	$2.68	$0.40	$0.40	
Total Tax Amount:	$102.33	$102.33	$113.78	$113.78	-n/a-

Taxing District(s): 200 ,
***Non-Ad Valorem Levies:** West 192 Redevelopment ($2.92)



Estimated Current Value: **$14,597***

Equity Estimate: $14,597
0%

*Estimate of potential property value and equity amounts are based on proprietary computational models.

SALES INFORMATION

Deed Type:	SPECIAL WARRANTY DEED			**Price:**	$1,175,000	**Qualifiers:**	Q,M[1]
Sale Date:	02/12/2020	**Recorded Date:**	03/12/2020	**Document #**	2020036328		
Grantor:	ACKLY RAJIA N			**Grantee:**	PAPA KENNETH J		
Mortgage Amount:	$100,000	**Instrument Date:**	04/27/2021	**Document #**	20210067644		
Terms:	3.10%/360 M	**Attributes:**	Refinance Loan, Refinanced, New Conventional, Stand Alone Mortgage				
Lender:	LOANDEPOTCOM LLC			**Borrower:**	MALSINGH ANNIE		
Deed Type:	DEATH CERTIFICATE			**Price:**	$0	**Qualifiers:**	U[2],I
Sale Date:	03/09/2010	**Recorded Date:**		**Document #**	n/a		
Grantor:	MALSINGH SURAJ			**Grantee:**	MALSINGH SURAJ T EST		
Deed Type:	WARRANTY DEED			**Price:**	$1,000	**Qualifiers:**	U[2],V
Sale Date:	03/31/1988	**Recorded Date:**		**Document #**	Bk 873/Pg 2126		
Grantor:	BUCKLEY VANCE E			**Grantee:**	MALSINGH SURAJ		

There are 2 more sales in our records. Click here to show all sales.

Qualifier Flags: Q=Qualified, U=Unqualified, O=Other (see note), M=Multiple, P=Partial, V=Vacant, I=Improved

[1] UNQUALIFIED - MULTIPARCEL SALE , [2] CD/QC/TX/FJ/OR/MC/DC/PROBATE/NO CONSIDERATION/OTHR

BUILDING INFORMATION

No buildings on this property.

OTHER IMPROVEMENT INFORMATION

Covered Parking: No **Pool:** No

CITY INTERACTIONS

Code Violations

Category	Code	Description	Grade	Case #	Date	Owner
CODE ENFORCEMENT		In Compliance		CE-19-03127	11/25/2019	MALSINGH SURAJ T EST
CODE ENFORCEMENT		In Compliance		CE-19-03128	11/25/2019	MALSINGH SURAJ T EST

There are no recent code violation entries.

ASSIGNED SCHOOLS

School Name	Grades	Enrollment	School Rating	Report Card	Distance
Pleasant Hill Elementary School	PK-05	741	C (2023/2024)	FL DOE	1.9 miles
Larger Class Sizes					
Kissimmee Middle School	06-08	1,289	C (2023/2024)	FL DOE	1.5 miles
Below Average Standardized Testing Scores					
Liberty High School	09-12	1,613	C (2023/2024)	FL DOE	9.3 miles
Below Average Standardized Testing Scores					

Source: National Center for Education Statistics, 2022-2023 ; Florida Dept of Education, 2023-2024

FLOOD ZONE DETAILS

Zone	Description	CID	Panel #	Published
X	Area that is determined to be outside the 1% and 0.2% chance floodplains.	120190	12097C0065G	06/18/2013

Source: FEMA National Flood Hazard Layer (NFHL), updated 08/07/2025

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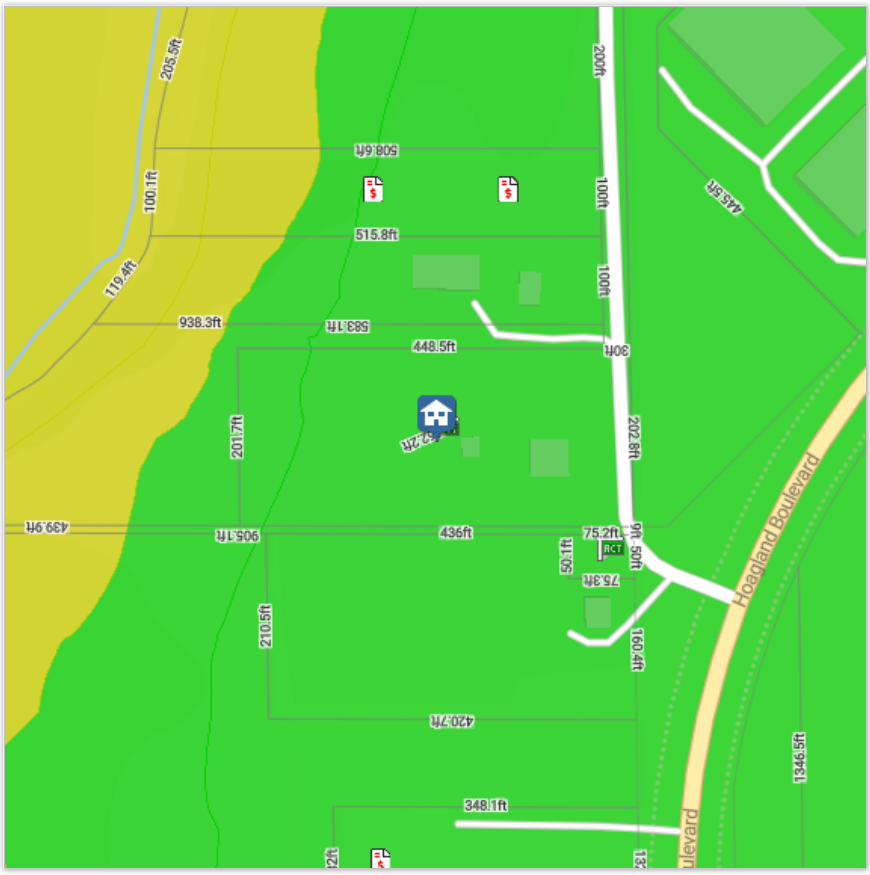
StellarMLS - IMAPP

Osceola County Tax Report - 600 BUCKLEY DR, KISSIMMEE, FL 34741-4517
Report Prepared By Mara Rodriguez

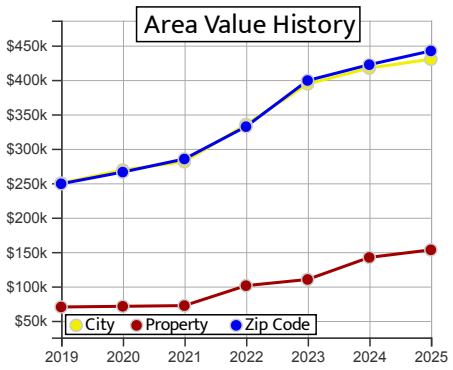
PROPERTY INFORMATION

PID # 19 25 29 0000 0290 0000
Property Type: Residential
Property Address:
610 BUCKLEY DR
KISSIMMEE, FL 34741-4517
Current Owner:
ANNIE MALSINGH
Tax Mailing Address:
610 BUCKLEY DR
KISSIMMEE, FL 34741-4517
Property Use:
0111 / SINGLE FAMILY-IMPROVED (county)
01 / SINGLE FAMILY (state)
Land Use:
RURAL ACREAGE (0400)
Frontage: 200 ft **Depth:** 450 ft
Lot Size: 2.07 acres / 90,169 sf
Waterfront: No
Subdivision: n/a
Subdivision #: 0000
Census Tract/Block: 041700 / 1000
Twn: 25 **Rng:** 29 **Sec:** 19
Block: 0290 **Lot:** 0000
Neighborhood Code: 102000.00
Coordinates: 28.2972(lat) -81.4497(lon)
Legal Description:
BEG 9 FT N OF SE COR OF NW 1/4, N 200 FT, W 450 FT, S 200 FT, E 450 FT TO POB
Plat Book # **Page #**



VALUE INFORMATION

	2021	2022	2023	2024	2025 *
Building Value:	$36,900	$65,600	$74,300	$76,300	$5,433
Extra Features:	$3,000	$3,000	$3,000	$3,000	$3,000
Land Value:	$33,000	$33,000	$33,000	$62,700	$73,200
Just Market Value:	**$72,900**	**$101,600**	**$110,300**	**$142,000**	**$153,300**
Percent Change:	- n/a -	39.37%	8.56%	28.74%	7.96%
Total Assessed Value:	$72,602	$74,780	$77,023	$79,333	$81,633
Homestead Exemption:	Yes	Yes	Yes	Yes	Yes
Total Exemptions:	$48,102	$50,280	$55,000	$55,000	$55,722
Taxable Value:	$24,500	$24,500	$22,023	$24,333	$25,911
Ad Valorem Taxes:	$566.26	$566.26	$523.49	$523.49	
Non-Ad Valorem Taxes:	$4.00	$4.00	$4.00	$4.00	
Total Tax Amount:	$570.26	$570.26	$527.49	$527.49	-n/a-



Taxing District(s): 200 ,
***Non-Ad Valorem Levies:** Household Chemical Waste ($4.00)

Estimated Current Value: **$170,794*** **Equity Estimate:** $80,362

0% 47%

*Estimate of potential property value and equity amounts are based on proprietary computational models.

SALES INFORMATION

Deed Type:	COURT ORDER			**Price:**	$0	**Qualifiers:**	U[1],I
Sale Date:	08/15/2011	**Recorded Date:**		**Document #**	Bk 4167/Pg 795		
Grantor:	CIRCUIT JUDGE			**Grantee:**	MALSINGH ANNIE **LAND ONLY**		
Mortgage Amount:	$100,000	**Instrument Date:**	04/27/2021	**Document #**	20210067644		
Terms:	3.10%/360 M	**Attributes:**	Refinance Loan, Refinanced, New Conventional, Stand Alone Mortgage				
Lender:	LOANDEPOTCOM LLC			**Borrower:**	MALSINGH ANNIE		
Deed Type:	COURT ORDER			**Price:**	$0	**Qualifiers:**	U[2],I
Sale Date:	06/09/2011	**Recorded Date:**		**Document #**	Bk 4143/Pg 1824		
Grantor:	CIRCUIT JUDGE			**Grantee:**	MALSINGH ANNIE		
Deed Type:	COURT ORDER			**Price:**	$0	**Qualifiers:**	U[2],I
Sale Date:	06/17/2010	**Recorded Date:**		**Document #**	Bk 4002/Pg 590		
Grantor:	CIRCUIT JUDGE			**Grantee:**	MALSINGH SURAJ T EST C/O MALSINGH ANNIE PR		
Deed Type:	DEATH CERTIFICATE			**Price:**	$0	**Qualifiers:**	U[2],I
Sale Date:	03/09/2010	**Recorded Date:**		**Document #**	n/a		
Grantor:	MALSINGH,SURAJ			**Grantee:**	MALSINGH SURAJ EST		
Deed Type:	QUIT CLAIM DEED			**Price:**	$0	**Qualifiers:**	U[2],I
Sale Date:	05/25/1988	**Recorded Date:**		**Document #**	Bk 879/Pg 726		
Grantor:	RIPLEY ROBIN S			**Grantee:**	MALSINGH SURAJ		
Deed Type:	PERSONAL REPRESENTATIVE DEED			**Price:**	$46,300	**Qualifiers:**	Q[3],I
Sale Date:	07/31/1986	**Recorded Date:**		**Document #**	Bk 812/Pg 96		
Grantor:	SNOW MARY EMMA EST			**Grantee:**	MALSINGH SURAJ		

There are 5 more sales in our records. Click here to show all sales.

Qualifier Flags: Q=Qualified, U=Unqualified, O=Other (see note), M=Multiple, P=Partial, V=Vacant, I=Improved

[1] U : CD/QC/TX/FJ/OR/MC/DC/PROBATE/NO CONSIDERATION/OTHER , [2] CD/QC/TX/FJ/OR/MC/DC/PROBATE/NO CONSIDERATION/OTHR , [3] SALE QUALIFIED AS RESULT OF EXAMINATN OF THE DEED

BUILDING INFORMATION

1. SINGLE FAMILY — **Heated Area:** 1,420 sf — **Built:** 1940 act / 1970 eff — **A/C Type:** HEATING/COOLING PACK
Beds: 3 **Baths:** 1 — **Total Area:** 2,217 sf — **Stories:** 1.0 — **Heat Type:** HEATING/COOLING PACK

Roof Type:	GABLE/HIP	**Roof Cover:**	CORRUGATED METAL	**Heat Fuel:**	
Int Wall:	WALL BOARD/WOOD			**Ext Wall:**	ALUMINUM SIDING
Structural:				**Flooring:**	PINE WOOD

Building Subareas:

CPU - CARPORT UNFINISHED (187 sf)
EPF - ENCLOSED PORCH FINISHED (260 sf)
BAS - BASE AREA (1,160 sf)
CPU - CARPORT UNFINISHED (340 sf)
SPU - SCREEN PORCH UNFINISHED (270 sf)

OTHER IMPROVEMENT INFORMATION

Code	Description	Year Built
4901	PREFABRICATED SHED AVERAGE	1976
2506	UTILITY UNFINISHED FAIR	1972
2501	UTILITY UNFINISHED AVERAGE	1978
5006	A/C-WALL UNIT FAIR	1978
1106	POLEBARN FAIR	2001

Covered Parking: Yes **Details:** CARPORT UNFINISHED - 527 sf **Pool:** No

CITY INTERACTIONS

Code Violations

Category	Code	Description	Grade	Case #	Date	Owner
CODE ENFORCEMENT		Special Magistrate		CE-23-02936	09/28/2023	MALSINGH ANNIE
CODE ENFORCEMENT		Closed - Invalid		CE-23-02547	08/22/2023	MALSINGH ANNIE
CODE ENFORCEMENT		In Compliance		CE-21-02151	09/21/2021	MALSINGH ANNIE
CODE ENFORCEMENT		In Compliance		CE-20-00533	02/19/2020	MALSINGH ANNIE
CODE ENFORCEMENT		Special Magistrate		CE-19-02424	08/28/2019	MALSINGH ANNIE

Building Permits

Permit #	Type	Description	Issued	Value	Contractor
5057	RADD	RESIDENTIAL ADDITION	11/05/2001	$27,593	
5005	MHBD	MOBILE HOME BUILDING	12/02/1998	$35,000	

ASSIGNED SCHOOLS

School Name	Grades	Enrollment	School Rating	Report Card	Distance
Pleasant Hill Elementary School	PK-05	741	C (2023/2024)	FL DOE	2 miles
Larger Class Sizes					
Kissimmee Middle School	06-08	1,289	C (2023/2024)	FL DOE	1.5 miles
Below Average Standardized Testing Scores					
Liberty High School	09-12	1,613	C (2023/2024)	FL DOE	9.3 miles
Below Average Standardized Testing Scores					

Source: National Center for Education Statistics, 2022-2023 ; Florida Dept of Education, 2023-2024

FLOOD ZONE DETAILS

Zone	Description	CID	Panel #	Published
X	Area that is determined to be outside the 1% and 0.2% chance floodplains.	120189	12097C0065G	06/18/2013

Source: FEMA National Flood Hazard Layer (NFHL), updated 08/07/2025

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After Recording Return To:
LOANDEPOT.COM, LLC
ATTN: **DOC CONTROL**
25500 COMMERCENTRE DR, SUITE 100
LAKE FOREST, CA 92630
(888)337-6888

This Document Prepared By:
ORLANDO BRADEN
LOANDEPOT.COM, LLC
26642 TOWNE CENTRE DRIVE
FOOTHILL RANCH, CA 92610
(888)337-6888

[Space Above This Line For Recording Data]

MORTGAGE

MALSINGH
Loan #: **104216301**
MIN: **100853701042163013**
MERS Phone: **1-888-679-6377**
PIN: **192529000002900000 AND 1925290U001600000**

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **APRIL 27, 2021**, together with all Riders to this document.

(B) "Borrower" is **ANNIE MALSINGH**. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is **LOANDEPOT.COM, LLC**. Lender is a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **DELAWARE**. Lender's address is **26642 TOWNE CENTRE DRIVE, FOOTHILL RANCH, CA 92610**.

(E) "Note" means the promissory note signed by Borrower and dated **APRIL 27, 2021**. The Note states that Borrower owes Lender **ONE HUNDRED THOUSAND AND 00/100** Dollars (U.S. **$100,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MAY 1, 2051**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

Recorded in Osceola County, FL KELVIN SOTO, ESQ., CLERK OF COURT 05/04/2021 08:51:00 AM RECEIPT # 2446478
Rec Fees 120.50 MTG DOC 350.00 INTANGIBLE 200.00 EXTRA NAMES
CFN# 2021067644 BK 5950 PG 101 PAGE 1 OF 14

NOTICE OF COMMENCEMENT

Permit Number P97-003022
Parcel Number 19-25-29-000-0280

Prepared by: TOM EDELSON

LARRY WHALEY 2P
CLERK OF CIRCUIT COURT
OSCEOLA COUNTY, FLORIDA

Return to: TOM EDELSON
5584 DONNELLY CIR
ORLANDO FL 32821

CL 97079620 OR 1424/1878
KGC Rec. Date 08/07/97 Time 16:01

NOTICE OF COMMENCEMENT
State of FL
County of OSCEOLA

The undersigned hereby gives notice that improvement(s) will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Description of Property (legal description of the property, and street address if available)
620 BUCKLEY DR, KISSIMMEE, FL 34741
SEE ATTACHED LEGAL

2. General description of Improvement(s)
PLACEMENT OF 40'x24' MOBILE HOME

3. Owner Information (Name, Address, Telephone Number and Fax Number)
TOM EDELSON PH 407-239-8161
5584 DONNELLY CIR FAX " "
ORLANDO FL 32821

4. Fee Simple Title Holder (Name, Address, Telephone Number, Fax Number)
SAME AS OWNER

5. Contractor (Name, Address, Telephone Number, Fax Number)
SUNSHINE CITY MOBIL HOMES PH 941-421-4400
10006 U.S. HWY 27N FAX 941-422-4903
HAINE CITY FL 33844

6. Surety (if any) (Name, Address, Telephone, Fax Number, Amount of Bond)
N/A

7. Lender (if any)(Name, Address, Telephone Number, Fax Number)
N/A

8. Persons within the State of Florida designated by owner upon notices or other documents may be served as provided by 713.13 (1)(a)7., Florida Statutes. (Name, Address, Telephone Number, Fax Number)
LINDA EDELSON PH 407-239-8161
5584 DONNELLY CIR FAX " "
ORLANDO FL 32821

9. In addition to himself, Owner designates the following to receive a copy of the Lienor's Notice as provided in 713.13 (1) (b) Florida Statutes. (Name, Address, Telephone Number, Fax Number)
LINDA EDELSON PH 407-239-8161
5584 DONNELLY CIR FAX " "
ORLANDO FL 32821

10. Expiration date of notice of commencement (the expiration date is one year from the date of recording unless a different date is specified): _____

8-7-97
Date Signed

Tom Edelson
Signature of Owner TOM EDELSON

Sworn to and subscribed before me this 8th day of August, 1997 by

who is ~~personally known to me~~ OR has produced FL DL
E E342836600920EF 78 as identification.

Signature of Notary (Notarial seal to appear below)

MARY EPIPHANE
MY COMMISSION # CC 596760
EXPIRES: October 28, 2000
Bonded Thru Notary Public Underwriters

Permit Number P97-003375

Parcel Identification Number 1925 27 0000 02 80 0000

Prepared by: CHUCK SMITH
P.O. BOX 916297
LONGWOOD, FL 32791

Return to: SAME

LARRY WHALEY 2P
CLERK OF CIRCUIT COURT
OSCEOLA COUNTY, FLORIDA

CL 97084868 OR 1427/1754
KGC Rec. Date 08/19/97 Time 11:24

NOTICE OF COMMENCEMENT

State of FLORIDA
County of OSCEOLA

The undersigned hereby gives notice that improvement(s) will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Description of property (legal description of the property, and street address if available)
SEE ATTACHED LEGAL DESCRIPTION

2. General description of improvement(s)
CONSTRUCT 36' X 72' STORAGE BARN

3. Owner information
Name TOM EDELSTON Telephone Number 407 239 8161
Address 5584 DONNELLY CIRCLE Fax Number SAME
ORLANDO, FL 32821

4. Fee Simple Title Holder (if other than owner shown above)
Name Telephone Number
Address Fax Number

5. Contractor
Name CORNERSTONE BLDG SYSTEMS, INC Telephone Number 407 889 7109
Address P.O. BOX 916297 Fax Number 889 2713
LONGWOOD, FL 32791

6. Surety (if any)
Name Telephone Number
Address Fax Number
Amount of bond $_____

7. Lender (if any)
Name Telephone Number
Address Fax Number

8. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by §713.13(1)(a)7., Florida Statutes. NONE OTHER THAN OWNER
Name Telephone Number
Address Fax Number

9. In addition to himself, Owner designates the following to receive a copy of the Lienor's Notice as provided in §713.13(1)(b), Florida Statutes. NONE
Name Telephone Number
Address Fax Number

10. Expiration date of notice of commencement (the expiration date is one year from the date of recording unless a different date is specified):_____

8-18-97
Date Signed

Thomas Robin Edelston
Signature of Owner

Sworn to and subscribed before me this 18 day of August 1997 by Thomas Robin Edelston who is _____ personally known to me OR X produced Florida Drivers license as identification.

Signature of Notary (notarial seal or stamp below)

MY COMMISSION # CC 607626
EXPIRES: December 16, 2000
Bonded Thru Notary Public Underwriters

Form Revised 5/96

Prepared by and Return to:

Dawn M. Wille
EQUITABLE TITLE AGENCY, INC.
7575 Dr. Philips Blvd
Orlando, FL 32819
SS# - GRANTEE 1: - -
DP97-0415 DW

LARRY WHALEY
CLERK OF CIRCUIT COURT
OSCEOLA COUNTY, FLORIDA

2p

CL 97063850 OR 1414/1365
MMK Rec. Date 07/08/97 Time 13:18

DOC STAMPS: 630.00

WARRANTY DEED

THIS INDENTURE, made this 30th day of June, A.D. 1997 between

ANA DEL RIO, an unremarried widow

as Grantor*, whose address is: 1701 FOUR WINDS BLVD., KISSIMMEE, FL 34746
and

TOM EDELSTON and LINDA EDELSTON, Husband and Wife

as Grantee*, whose address is: 5584 DONNELLY CIRCLE, ORLANDO, FL 32821

WITNESSETH: That the Grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantee's heirs forever the following described land located in the County of OSCEOLA, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

Property Tax ID Number: 19-25-29-0000-0280-0000

SUBJECT TO easements, restrictions and reservations of record, if any, and taxes for 1997 and subsequent years.

Said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*Singular and plural are interchangeable as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Witnesses

(WITNESS 1) Dawn M. Wille
PRINT OR TYPE NAME: Dawn M Wille

Ana Del Rio
ANA DEL RIO

(WITNESS 2) Ruth A. Abbott
PRINT OR TYPE NAME: Ruth A Abbott

State of Florida
County of ORANGE

The foregoing instrument was acknowledged before me on this 30th day of June, 1997 by ANA DEL RIO, an unremarried widow, who is known to me or who has produced a drivers license as identification and did not take an oath.

Dawn M. Wille
NOTARY PUBLIC
PRINT OR TYPE NAME:

My Commission Expires:

OFFICIAL NOTARY SEAL
DAWN M WILLE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC404509
MY COMMISSION EXP. AUG. 30,1998

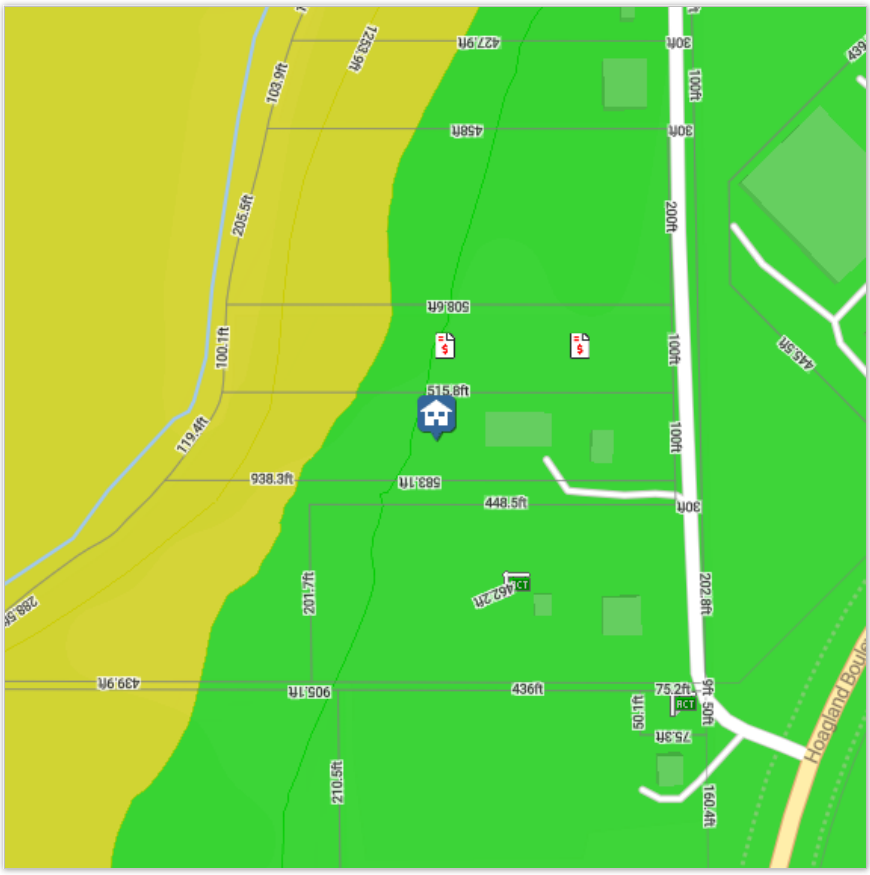
AMS-MD-PLAIN
Rev. 10/27/96

StellarMLS - IMAPP

Osceola County Tax Report - 620 BUCKLEY DR, KISSIMMEE, FL 34741-4517
Report Prepared By Mara Rodriguez

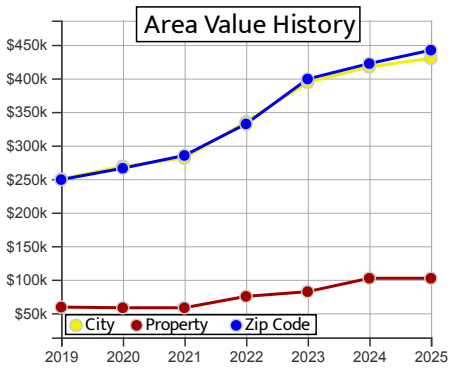
PROPERTY INFORMATION

PID # 19 25 29 0000 0280 0000
Property Type: Residential
Property Address:
620 BUCKLEY DR
KISSIMMEE, FL 34741-4517
Current Owner:
TOM EDELSTON
LINDA EDELSTON
Tax Mailing Address:
1265 TREE BAY LN
SARASOTA, FL 34242-3846
Property Use:
0211 / MOBILE HME-IMPROVED (county)
02 / MOBILE HOME (state)
Land Use:
RESIDENTIAL CANAL (0205)
Frontage: 100 ft **Depth:** 630 ft
Lot Size: 1.45 acres / 63,162 sf
Waterfront: Yes - RESIDENTIAL CANAL
Subdivision: n/a
Subdivision #: 0000
Census Tract/Block: 040901 / 1001
Twn: 25 **Rng:** 29 **Sec:** 19
Block: 0280 **Lot:** 0000
Neighborhood Code: 102025.00
Coordinates: 28.2978(lat) -81.45(lon)
Legal Description:
COM AT NE COR OF SE 1/4 OF NW 1/4, S 1000 FT TO POB; CONT S 100 FT, W TO E BANK OF SHINGLE CREEK, NELY ALONG CREEK TO PT W OF POB, E TO POB LESS E 30 FT FOR R/W
Plat Book # **Page #**



VALUE INFORMATION

	2021	2022	2023	2024	2025 *
Building Value:	$17,500	$19,600	$27,100	$27,100	$10,595
Extra Features:	$16,100	$15,900	$15,700	$15,400	$15,200
Land Value:	$25,000	$40,000	$40,000	$60,000	$60,000
Just Market Value:	**$58,600**	**$75,500**	**$82,800**	**$102,500**	**$102,300**
Percent Change:	- n/a -	28.84%	9.67%	23.79%	-0.2%
Total Assessed Value:	$58,600	$75,500	$82,800	$102,500	$85,795
Homestead Exemption:	No	No	No	No	No
Total Exemptions:	$0	$0	$0	$0	$0
Taxable Value:	$58,600	$64,460	$70,906	$77,996	$85,795
Ad Valorem Taxes:	$1,191.13	$1,191.13	$1,307.87	$1,307.87	
Non-Ad Valorem Taxes:	$4.00	$4.00	$4.00	$4.00	
Total Tax Amount:	$1,195.13	$1,195.13	$1,311.87	$1,311.87	-n/a-



Taxing District(s): 200 ,
***Non-Ad Valorem Levies:** Household Chemical Waste ($4.00)

Estimated Current Value: **$124,731***

Equity Estimate: $124,731
0% 100

*Estimate of potential property value and equity amounts are based on proprietary computational models.

SALES INFORMATION

Deed Type:	DEATH CERTIFICATE			**Price:**	$0	**Qualifiers:**	U[1],V
Sale Date:	09/01/1996	**Recorded Date:**		**Document #**	Bk 1361/Pg 13		
Grantor:	DEL RIO LUIS S			**Grantee:**	DEL RIO ANA		
Deed Type:	WARRANTY DEED			**Price:**	$45,000	**Qualifiers:**	Q[2],V
Sale Date:	10/01/1986	**Recorded Date:**		**Document #**	Bk 817/Pg 996		
Grantor:	HERZBERG RUTH J			**Grantee:**	DELRIO LUIS S & DELRIO ANA H/W		
Deed Type:	WARRANTY DEED			**Price:**	$15,500	**Qualifiers:**	Q[2],V
Sale Date:	10/02/1978	**Recorded Date:**		**Document #**	Bk 407/Pg 793		
Grantor:	BAST MICHAEL D & BAST ANZA H/W			**Grantee:**	HERZBERG RUTH J		
Deed Type:	WARRANTY DEED			**Price:**	$0	**Qualifiers:**	U[1],V
Sale Date:	11/26/1973	**Recorded Date:**		**Document #**	Bk 283/Pg 683		
Grantor:	NEAL T H & NEAL DOROTHY H/W			**Grantee:**	BAST MICHAEL D & BAST ANZA B H/W		

There are 3 more sales in our records. Click here to show all sales.

Qualifier Flags: Q=Qualified, U=Unqualified, O=Other (see note), M=Multiple, P=Partial, V=Vacant, I=Improved

[1] CD/QC/TX/FJ/OR/MC/DC/PROBATE/NO CONSIDERATION/OTHR , [2] SALE QUALIFIED AS RESULT OF EXAMINATN OF THE DEED

BUILDING INFORMATION

1. MOBILE HOME — **Heated Area:** 920 sf — **Built:** 1997 act / 1997 eff — **A/C Type:** HEATING/COOLING PACK
Beds: 2 **Baths:** 2 — **Total Area:** 920 sf — **Stories:** 1.0 — **Heat Type:** HEATING/COOLING PACK

Roof Type:	GABLE/HIP	**Roof Cover:**	COMPOSITE SHINGLE	**Heat Fuel:**	
Int Wall:	DRYWALL			**Ext Wall:**	VINYL SIDING
Structural:				**Flooring:**	CARPET

Building Subareas: BAS - BASE AREA (920 sf)

OTHER IMPROVEMENT INFORMATION

Code	Description	Year Built
1201	BARN AVERAGE	1997
3201	CONCRETE PAD/PATIO AVERAGE	1997

Covered Parking: No **Pool:** No

CITY INTERACTIONS

Building Permits

Permit #	Type	Description	Issued	Value	Contractor
3022	MHBD	MOBILE HOME BUILDING	09/30/1997	$0	

ASSIGNED SCHOOLS

School Name	Grades	Enrollment	School Rating	Report Card	Distance
Pleasant Hill Elementary School	PK-05	741	C (2023/2024)	FL DOE	2 miles
Larger Class Sizes					
Kissimmee Middle School	06-08	1,289	C (2023/2024)	FL DOE	1.5 miles
Below Average Standardized Testing Scores					
Liberty High School	09-12	1,613	C (2023/2024)	FL DOE	9.3 miles
Below Average Standardized Testing Scores					

Source: National Center for Education Statistics, 2022-2023 ; Florida Dept of Education, 2023-2024

FLOOD ZONE DETAILS

Zone	Description	CID	Panel #	Published
AE	Areas of 100-year flood; base flood elevations and flood hazard factors determined.	120189	12097C0065G	06/18/2013
X	Area that is determined to be outside the 1% and 0.2% chance floodplains.	120189	12097C0065G	06/18/2013

At least part of this property is in a Special Flood Hazard Area (SFHA). According to our records, no structures on this property are in a SFHA.

Source: FEMA National Flood Hazard Layer (NFHL), updated 08/07/2025

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AGENT AUTHORIZATION LETTER

(To Be Notarized)

Date: 11/07/2025

To:

City of Kissimmee
Planning and Zoning Department
Kissimmee, Florida

Subject: Authorization for Agent to Act on Behalf of Property Owner

I, Annie MALSingh, the undersigned property owner, hereby authorize Maria Rodriguez of KellyRight Interns to act as my duly authorized representative and agent in all matters relating to the following applications and processes concerning my property located in the City of Kissimmee, Florida.

This authorization specifically includes, but is not limited to:

- Submitting, processing, and signing all required applications, forms, and correspondence;
- Coordinating with the City of Kissimmee Planning and Zoning Department and other relevant governmental agencies;
- Attending meetings, hearings, or discussions on my behalf; and
- Providing or obtaining any necessary documentation, plans, or justifications related to the zoning, land use, and annexation changes described below.

Project Details:

- **Land Use Map Amendment Review**
  Project No.: **LUPA-25-0007**
  Project Type: **Small**
  Fee Paid: **$3,014.36**
  Description: Request to change land use designation to align with proposed zoning and comprehensive planning goals.
- **Zoning Map Amendment Review**
  Project No.: **ZMA-25-0011**
  Project Type: **Zoning Map Amendment**
  Fee Paid: **$3,123.81**
  Description: Request to rezone property from **R-1 (Residential)** to **AI (Airport Industrial)**.
- **Annexation Process**
  Description: Request to change annexation boundaries on the Plot Map and coordinate related amendments to both the Land Use and Zoning Maps.

I have provided all necessary documentation, plans, and supporting materials required for these requests. My agent is authorized to perform all acts necessary to advance and finalize these applications, including submission of additional documents or responses as required by the City of Kissimmee.

This authorization shall remain in full force and effect until the completion of the above-referenced processes, or until revoked in writing by me.

Property Owner Information:

Name: Annie MAlsingh
Address: 610 Buckley DR
Phone: 407-535-2445
Email: Annie.malsingh@yahoo.com

Authorized Agent Information:

Name: **Mara Y. Rodriguez**
Company: **Kelly Right International**
Address: **140 S Arthur St #600, Spokane, WA 99202**
Phone: **(407)556-4315**
Email: **marasellfast@gmail.com**

Owner's Signature: Annie Malsingh
Date: 11/07/2025

STATE OF FLORIDA
COUNTY OF Osceola

On this 7 day of November, **2025**, before me, the undersigned authority, personally appeared Annie Malsingh, who is personally known to me or who has produced FLDLM425-040-64-929-0 as identification, and who acknowledged that they executed the foregoing document for the purposes therein expressed.

Notary Public, State of Florida
(Signature) Angela Cerullo
(Print Name) Angela Cerullo
Commission No.: HH486367
My Commission Expires: 03/28/2028

ANGELA CERULLO
Notary Public
State of Florida
Comm# HH486367
Expires 3/28/2028

AGENT AUTHORIZATION LETTER
(To Be Notarized)

Date: 11-10-25

To:
City of Kissimmee
Planning and Zoning Department
Kissimmee, Florida

Subject: Authorization for Agent to Act on Behalf of Property Owner

I, LINDA EDELSTON, the undersigned property owner, hereby authorize MARA Y. RODRIGUEZ of KELLY RIGHT INTERNATIONAL to act as my duly authorized representative and agent in all matters relating to the following applications and processes concerning my property located in the City of Kissimmee, Florida.

This authorization specifically includes, but is not limited to:

- Submitting, processing, and signing all required applications, forms, and correspondence;
- Coordinating with the City of Kissimmee Planning and Zoning Department and other relevant governmental agencies;
- Attending meetings, hearings, or discussions on my behalf; and
- Providing or obtaining any necessary documentation, plans, or justifications related to the zoning, land use, and annexation changes described below.

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This authorization shall remain in full force and effect until the completion of the above-referenced processes, or until revoked in writing by me.

Property Owner Information:

Name: LINDA EDELSTON
Address: 1265 TREE BAY LN, SARASOTA FL 34242
Phone: 407-383-1262
Email: LEDELSTON@GMAIL.COM

Authorized Agent Information:

Name: **Mara Y. Rodriguez**
Company: **Kelly Right International**
Address: **140 S Arthur St #600, Spokane, WA 99202**
Phone: **(407)556-4315**
Email: **marasellfast@gmail.com**

Owner's Signature: Linda Edelston
Date: 11-10-25

STATE OF FLORIDA
COUNTY OF SARASOTA

On this 10th day of NOVEMBER **2025**, before me, the undersigned authority, personally appeared Linda Edelston, who is personally known to me or who has produced N/A as identification, and who acknowledged that they executed the foregoing document for the purposes therein expressed.

Notary Public, State of Florida
(Signature) Beverley J Mensing
(Print Name) BEVERLEY J MENSING
Commission No.: HH 412805
My Commission Expires: 10/19/2027

BEVERLEY J. MENSING
MY COMMISSION # HH 412805
EXPIRES: October 19, 2027

AGENT AUTHORIZATION LETTER
(To Be Notarized)

Date: 11-10-25

To:
City of Kissimmee
Planning and Zoning Department
Kissimmee, Florida

Subject: Authorization for Agent to Act on Behalf of Property Owner

I, TOM EDELSON, the undersigned property owner, hereby authorize MARA Y. RODRIGUEZ of KELLY LIGHT INTERNATIONAL to act as my duly authorized representative and agent in all matters relating to the following applications and processes concerning my property located in the City of Kissimmee, Florida.

This authorization specifically includes, but is not limited to:

- Submitting, processing, and signing all required applications, forms, and correspondence;
- Coordinating with the City of Kissimmee Planning and Zoning Department and other relevant governmental agencies;
- Attending meetings, hearings, or discussions on my behalf; and
- Providing or obtaining any necessary documentation, plans, or justifications related to the zoning, land use, and annexation changes described below.

Project Details:

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This authorization shall remain in full force and effect until the completion of the above-referenced processes, or until revoked in writing by me.

Property Owner Information:
Name: TOM EDELSTON
Address: 1265 TREE BAY LN, SARASOTA FL 34242
Phone: 407-383-1260
Email: EDELSTON.TOM@GMAIL.COM

Authorized Agent Information:
Name: **Mara Y. Rodriguez**
Company: **Kelly Right International**
Address: **140 S Arthur St #600, Spokane, WA 99202**
Phone: **(407)556-4315**
Email: **marasellfast@gmail.com**

Owner's Signature:
Date: 11-10-25

STATE OF FLORIDA
COUNTY OF SARASOTA.

On this 10th day of NOVEMBER, **2025**, before me, the undersigned authority, personally appeared TOM EDELSTON, who is personally known to me or who has produced N/A. as identification, and who acknowledged that they executed the foregoing document for the purposes therein expressed.

Notary Public, State of Florida
(Signature) Beverley J Mensing
(Print Name) BEVERLEY J MENSING
Commission No.: HH 412805
My Commission Expires: 10/19/2027

BEVERLEY J. MENSING
MY COMMISSION # HH 412805
EXPIRES: October 19, 2027

File No. AA2505006

APPRAISAL OF

VACANT LAND

LOCATED AT:

610 Buckley Dr
Kissimmee, FL 34741-4517

FOR:

Gabest Transport Inc.
4617 Terry Town Drive
Kissimmee, FL, 34647

BORROWER:

Gabest Transport Inc.

AS OF:

May 24, 2025

BY:

Kelvin G. Tamarit
State-Certified General Real Estate Appraiser RZ3020

File No. AA2505006

Gabest Transport Inc.
Gabest Transport Inc.
4617 Terry Town Drive
Kissimmee, FL, 34647

File Number: AA2505006

To whom it may concern,

In accordance with your request, I have appraised the real property at:

610 Buckley Dr
Kissimmee, FL 34741-4517

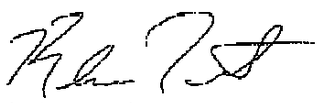
The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of May 24, 2025 is:

$650,000
Six Hundred Fifty Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

Thank you for the opportunity to serve you.



Kelvin G. Tamarit
State-Certified General Real Estate Appraiser RZ3020

ITEM 4.B

Public Hearing – Final Reading – Proposed Ordinance #26-02 – Amending the Zoning Map designation from Single-Family – Residential (RA-1) to Airport Industrial (AI): 610 Buckley Dr. Zoning Map Amendment – ZMA-25-0011

AN ORDINANCE AMENDING ORDINANCE NO. 3130 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Requesting approval of a Zoning Map Amendment to change the Zoning Map designation from Single-Family – Residential (RA-1) to Airport Industrial (AI) on approximately 5.223 acres of land on Parcel IDs: 19-25-29-0000-0290-0000, 19-25-29-0000-0280-0000 and 19-25-29-0000-0281-0000.

Explanation

Currently, these parcels are either vacant or have a Single-Family house on the property. The requested zoning designation of Airport Industrial and requested future land use of Industrial Business meet the intent of the Comprehensive Plan and Land Development Code in keeping the industrial sector in compatible centers around the City. These properties would help to increase the industrial center in the southwest quadrant of the City near the airport. This helps to ensure traffic, infrastructure and other industrial impacts are kept in specific areas that are meant for these types of uses. The properties also sit within the Conservation Overlay District, which will help to ensure the proposed developments will not have an adverse effect on the surrounding environments and to Shingle Creek. The Overlay requires any development within the district to conduct conservation impact reports. These reports will include an analysis of the property and techniques appropriate for protecting any important environmental characteristics of the property.

This Zoning Map Amendment to Airport Industrial (AI) land use will provide consistency and compatibility with the parcel's proposed future land use designation of Industrial Business (IN). The intent of the Airport Industrial Zoning is to accommodate activities predominantly connected with typical industrial uses, as well as supporting non-industrial uses in the vicinity of the Kissimmee Municipal Airport. It is intended to permit the normal operation of a variety of industrial and related uses under such conditions of operation as will protect nearby development. This district is intended for use in areas which have been assigned an Airport Industrial (AI) or Industrial Business (IN) land use designation by the comprehensive plan. All uses shall conform to the Kissimmee Airport Master Plan and chapter 8 of the Code..

<u>FINDINGS AND REASONS</u>

1. Compliance with Land Development Code Section 14-4-4(P), AI, Airport Industrial District: This district is intended to accommodate activities predominantly connected with typical industrial uses, as well as supporting non-industrial uses in the vicinity of the Kissimmee Municipal Airport. It is intended to permit the normal operation of a variety of industrial and related uses under such conditions of operation as will protect nearby development. This district is intended for use in areas assigned an Airport Industrial (AI) or Industrial Business (IN) land use designation by the comprehensive plan.
2. Compliance with Land Development Code Section 14-3-26, Comprehensive Plan text and Map Amendments, regarding the submittal and review procedures and criteria to support an amendment.

3. Compliance with Comprehensive Plan Policy 1.1.3.2 in maintaining the major centers for industrial activity, with this land use included in the airport and airport environs within the southwest quadrant of the City.
4. Compliance with Land Development Code 14-4-7.B, Conservation Overlay District, which is intended to protect the integrity of environmentally sensitive areas, including wetlands, surface waters, floodplains, and special wildlife and plant habitats. This is to be achieved by requiring the preparation and implementation of an acceptable conservation impact report in conjunction with any development proposal submitted for a use permitted in the underlying zoning district. This report will include an analysis of the property and the techniques appropriate for protecting its important environmental characteristics.

Recommendation

Approve Final Reading of Proposed Ordinance #26-02.

The Development Review Committee (DRC) recommended approval on December 5, 2025.

The Planning Advisory Board recommended approval by a unanimous vote at their January 7, 2026, meeting.

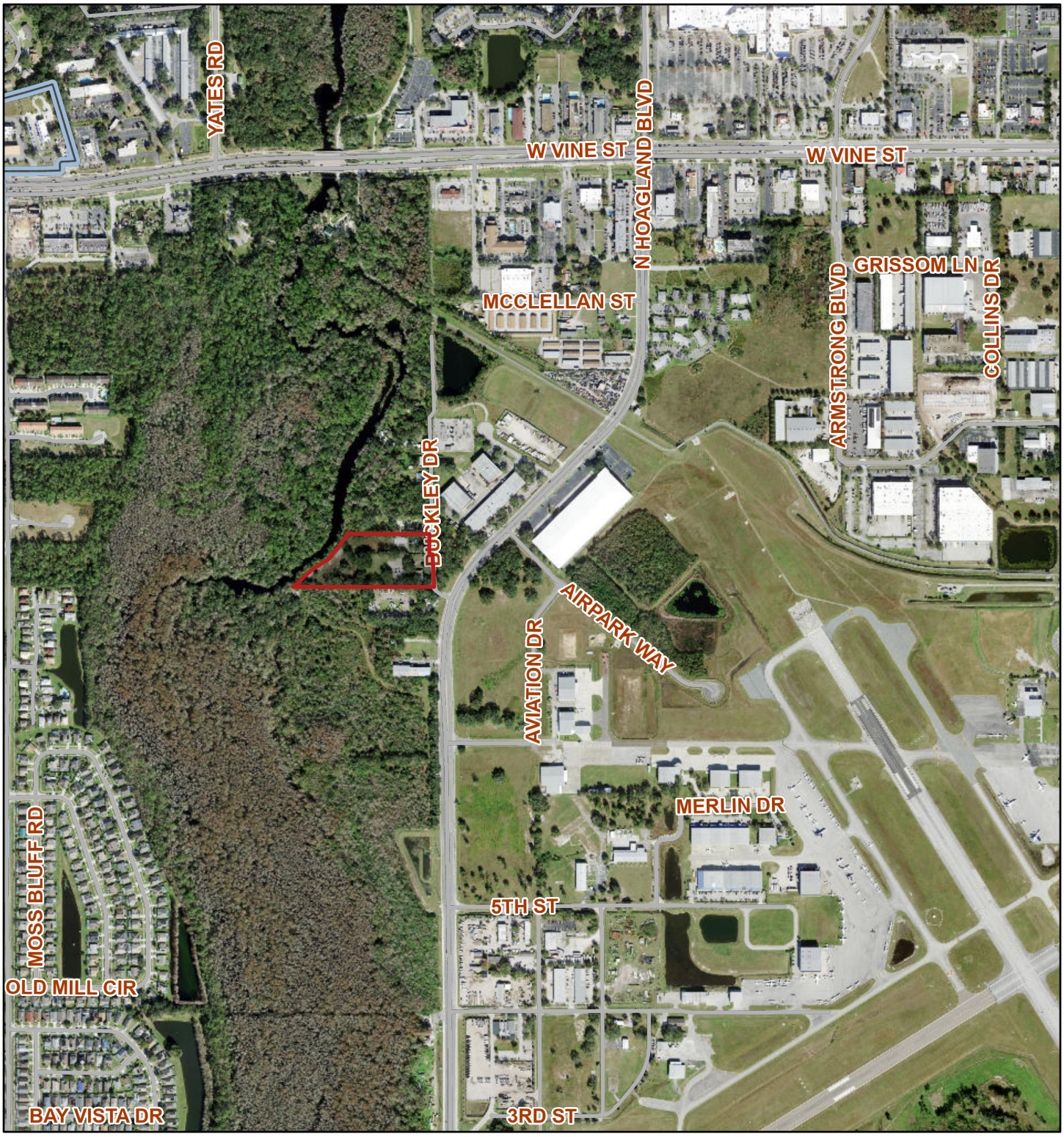
REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Ryan Altizer

Attachment(s):
1. ZMA-25-0011 Aerial Map
2. ZMA-25-0011 Vicinity Map
3. ZMA-25-0011 Site Data Table
4. (S) ZMA-25-0011 610 Buckley Dr Proposed Ord 26-02
5. ZMA-25-0011 CC Ad
6. ZMA-25-0011 01.07.26 PAB Actions
7. ZMA-25-0011 DRC Comments
8. ZMA-25-0011 Supporting Docs

ZMA-25-0011
610 Buckley St. Rezoning
Parcel IDs: 19-25-29-0000-0290-0000, 19-25-29-0000-0281-0000 and 19-25-29-0000-0280-0000



December 12, 2025

1:11,987

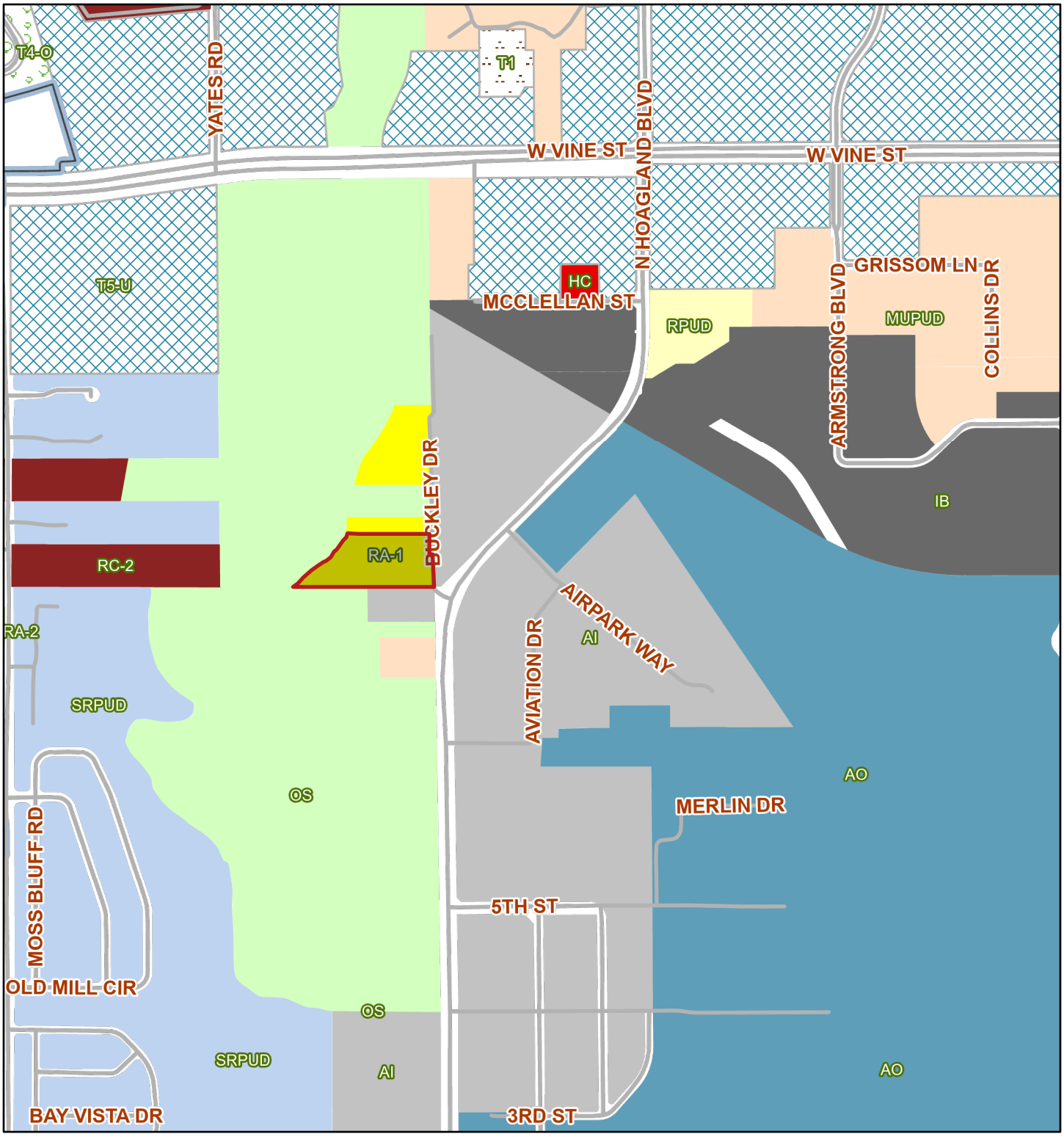
0 0.07 0.15 0.3 mi
0 0.13 0.25 0.5 km

Parcels
Road Centerlines
City Limits
CITY
COUNTY
World Imagery

Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations
2.4m Resolution Metadata

State of Florida, Vantor

ZMA-25-0011
610 Buckley St. Rezoning
Parcel IDs: 19-25-29-0000-0290-0000, 19-25-29-0000-0281-0000 and 19-25-29-0000-0280-0000



December 12, 2025

1:11,987

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Legend

City Limits

Zoning District

- AC (Agricultural Conservation)
- AI (Airport Industrial)
- AO (Airport Operations)
- B-2 (Neighborhood Commercial)
- B-3 (General Commercial)
- B-5 (Office Commercial)
- BP (Business Park)
- CF (Community Facility)
- HC (Highway Commercial)
- HF (Hospital Facility)
- IB (Industrial Business)
- MH (Mobile Home 6,000 sqft)
- MHP (Mobile Home Park)
- MUPUD (Mixed Use Planned Unit Development)
- OS (Open Space)
- RA-1 (Single Family Residential)
- RA-2 (Single Family Residential)
- RA-3 (Single Family Residential)
- RA-4 (Single Family Residential)
- RB-1 (Medium Density Residential)
- RB-2 (Medium Density Residential - Office)
- RC-1 (Multiple Family Medium Density Residential)
- RC-2 (Mutliple Family High Density Residential)
- RE (Residential Estate)
- RPB (Residential Professional Business)
- RPUD (Residential Planned Unit Development)
- SRPUD (Short Term Rental Planned Unit Development)
- UT (Utilities)
- SD (Special District)
- T1 (Natural)
- T3 (Edge)
- T4-O (Neighborhood Open)
- T4-R (Neighborhood Restricted)
- T5-M (Mixed-Use Center)
- T5-U (Mixed-Use Urban Core)
- T6 (Waterfront)

610 Buckley Dr. Zoning Map Amendment, ZMA-25-0011
Parcel IDs #19-25-29-0000-0290-0000, 19-25-29-0000-0280-0000 and 19-25-29-0000-0281-0000; 610 Buckley Dr
Site Data Tables

Site Data	
Size	+/- 5.223 acres
Future Land Use Designation	Single-Family Low Density Residential (SF-LDR)
Proposed Future Land Use Designation	Industrial Business (IN)
Zoning District Designation	Single-Family Residential (RA-1)
Proposed Zoning District Designation	Airport Industrial (AI)
Existing Overlay District	Conservation Overlay (CO) and the Multimodal Transportation District (MMTD)
Existing Use(s)	Single-Family House
Proposed Use(s)	N/A
Adjacent Land Use	
North	Single-Family Low Density Residential (SF-LDR)
South	Industrial Business (IN)
East	Airport Expansion (AE)
West	Recreation (REC)
Adjacent Zoning	
North	Single-Family Residential (RA-1)
South	Airport Industrial (AI)
East	Airport Industrial (AI)
West	Open Space (OS)
Zoning History	N/A
Past/Current Project Tracking	N/A

Comprehensive Plan Summary	
Policy 1.2.4.3: Industrial Business (IN): This land use is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and compatible commercial uses. The Land Development Code shall establish the specific permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business land use designation	
Potential Zoning Districts	IB, AI and BP
	Form-based Districts: T5-U
	Planned Unit Development District – MUPUD, RPUD, SRPUD, PUD

Zoning District Standards District Summary
Land Development Code Section 14-4-4(P), AI, Airport Industrial District. This district is intended to accommodate activities predominantly connected with typical industrial uses, as well as supporting non-industrial uses in the vicinity of the Kissimmee Municipal Airport. It is intended to permit the normal operation of a variety of industrial and related uses under such conditions of operation as will protect nearby development. This district is intended for use in areas which have been assigned an Airport Industrial (AI) or Industrial Business (IN) land use designation by the comprehensive plan. All uses shall conform to the Kissimmee Airport Master Plan and chapter 8 of the Code..

Comprehensive Plan Future Land Use & Zoning Comparisons		
	Existing Future Land Use & Zoning	*Requested Future Land Use & Zoning*
Uses	Single-Family Low Density Residential (SF-LDR)	Industrial Business (IN)
	Single-Family Residential (RA-1)	Airport Industrial (AI)
	Single-Family House	N/A

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

PROPOSED ORDINANCE NO. 26-02
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3110 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION THAT ORDINANCE NO. 3110 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

WHEREAS, the subject proposal incorporates three (3) parcels generally located at or near, 610 Buckley Drive within the City of Kissimmee, Florida, containing approximately 4.53 acres of land; and

WHEREAS, the subject properties, are presently designated as (RA-1) Single-Family Residential with a Future Land Use of (SF-LDR) Single-Family – Low Density Residential; and

WHEREAS, the proposed zoning map amendment (rezoning) is in compliance with Comprehensive Plan Future Land Use Policy 1.2.9.3; and

WHEREAS, the proposed rezoning is consistent with the City's Comprehensive Land Development Plan, and is generally consistent with the purpose and intent of the Land Development Code; and

WHEREAS, the proposed rezoning amendment is compatible with adjacent zoning districts and promotes the public health, safety and welfare as required by the City Code 14-3-27.C; and

WHEREAS, the Planning Advisory Board, sitting as the Local Planning Agency as required by Fla. Stat. § 163.3147, reviewed the application at its January 7, 2026, after proper notice and hearing.

SECTION 1. Ordinance No. 3110, known as the City of Kissimmee Land Development Code, is hereby amended so as to rezone the following described properties to-wit:

FROM: RA-1 (Single-Family Residential) – City

TO: AI (Airport Industrial) – City

The subject properties are located at: Parcel IDs: 19-25-29-0000-0290-0000, 19-25-29-0000-0280-0000 and 19-25-29-0000-0281-0000

Legal Descriptions:

Parcel 1: 19-25-29-0000-0290-0000
BEG 9 FT N OF SE COR OF NW 1/4, N 200 FT, W 450 FT, S 200 FT, E 450 FT TO POB

Together with Parcel 2: 19-25-29-0000-0280-0000
COM AT NE COR OF SE 1/4 OF NW 1/4, S 1000 FT TO POB; CONT S 100 FT, W TO E BANK OF SHINGLE CREEK, NELY ALONG CREEK TO PT W OF POB, E TO POB LESS E 30 FT FOR R/W

Together with Parcel 3: 19-25-29-0000-0281-0000
BEG SE COR OF NW 1/4, N 209 FT TO POB; W 450 FT, S 200 FT, W TO E BANK OF SHINGLE CREEK, NELY ALONG CREEK TO PT 1100 FT S OF N/L OF SE 1/4 OF NW 1/4, E TO E/L OF NW 1/4, S 27.45 FT MOL TO POB LESS E 30 FT FOR R/W

A map of the area is included with this ordinance.

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

SECTION 3. Except as hereby amended said City of Kissimmee Land Development Code Ordinance No. 3110 as heretofore amended shall remain in full force and effect.

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

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this **3rd** day of **March** 20**26**.

_____
Mayor - Commissioner

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
City Attorney

ZMA-25-0011
610 Buckley St. Rezoning
Parcel IDs: 19-25-29-0000-0290-0000, 19-25-29-0000-0281-0000 and 19-25-29-0000-0280-0000

December 12, 2025

1:11,987

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Legend

City Limits

Zoning District

AC (Agricultural Conservation)
AI (Airport Industrial)
AO (Airport Operations)
B-2 (Neighborhood Commercial)
B-3 (General Commercial)
B-5 (Office Commercial)
BP (Business Park)
CF (Community Facility)
HC (Highway Commercial)
HF (Hospital Facility)
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MH (Mobile Home 6,000 sqft)
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RA-2 (Single Family Residential)
RA-3 (Single Family Residential)
RA-4 (Single Family Residential)
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RB-2 (Medium Density Residential - Office)
RC-1 (Multiple Family Medium Density Residential)
RC-2 (Multiple Family High Density Residential)
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SRPUD (Short Term Rental Planned Unit Development)
UT (Utilities)
SD (Special District)
T1 (Natural)
T3 (Edge)
T4-O (Neighborhood Open)
T4-R (Neighborhood Restricted)
T5-M (Mixed-Use Center)
T5-U (Mixed-Use Urban Core)
T6 (Waterfront)

NOTICE OF PUBLIC HEARING
CITY COMMISSION

The City Commission will consider a request to amend the Official Zoning Map referenced in Ordinance No. 3110 known as the Land Development Code of the City of Kissimmee rezoning the property hereinafter described as follows:

FROM: **RA-1 (Single-Family Residential) – City**

TO: **AI (Airport Industrial) – City**

The subject properties are located at **610 Buckley Dr. Parcel IDs: 19-25-29-0000-0290-0000, 19-25-29-0000-0280-0000 and 19-25-29-0000-0281-0000**

Legal Descriptions:

Parcel 1: 19-25-29-0000-0290-0000
BEG 9 FT N OF SE COR OF NW 1/4, N 200 FT, W 450 FT, S 200 FT, E 450 FT TO POB

Together with Parcel 2: 19-25-29-0000-0280-0000
COM AT NE COR OF SE 1/4 OF NW 1/4, S 1000 FT TO POB; CONT S 100 FT, W TO E BANK OF SHINGLE CREEK, NELY ALONG CREEK TO PT W OF POB, E TO POB LESS E 30 FT FOR R/W

Together with Parcel 3: 19-25-29-0000-0281-0000
BEG SE COR OF NW 1/4, N 209 FT TO POB; W 450 FT, S 200 FT, W TO E BANK OF SHINGLE CREEK, NELY ALONG CREEK TO PT 1100 FT S OF N/L OF SE 1/4 OF NW 1/4, E TO E/L OF NW 1/4, S 27.45 FT MOL TO POB LESS E 30 FT FOR R/W

PROPOSED ORDINANCE #**26-02**: AN ORDINANCE AMENDING ORDINANCE NO. 3110 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

The City Commission will hold a Public Hearing on **Tuesday, March 3, 2026** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, and will consider the adoption of an Ordinance to rezone the above described property following the public hearing.

A copy of the proposed Ordinance may be inspected in the office of the Development Services Department at City Hall, 101 Church Street. All interested parties may appear and be heard on the above date. Written opinion will be received until 5:30 p.m., **Tuesday, March 3, 2026.** Any questions may be directed to the Development Services Department at (407) 518-2140 or planning@kissimmee.gov.

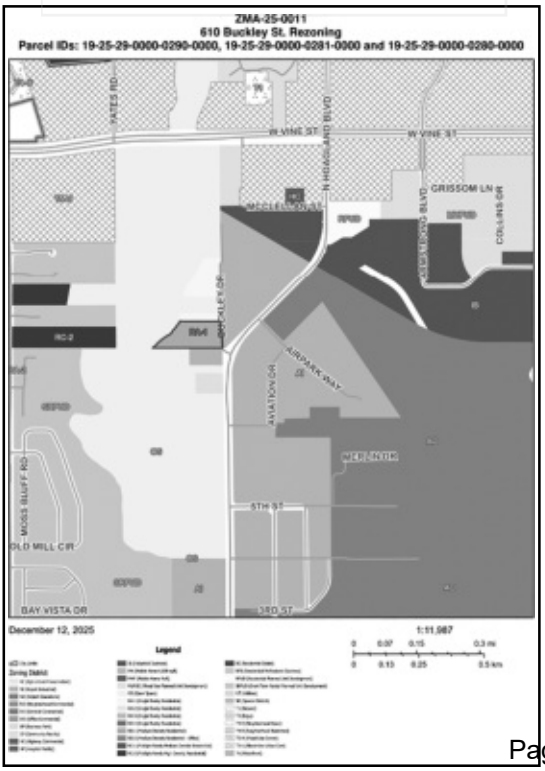
Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or meeting may be heard by participating in person.

Reference # ZMA-25-0011
610 Buckley Dr. Zoning

CITY COMMISSION
KISSIMMEE, FLORIDA

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

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



MEETING ACTIONS
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, JANUARY 7, 2026 AT 6:00 PM

1. **MEETING CALLED TO ORDER Members Present:** Board Member Alex Alemi, Board Member Robert Bussiere, Board Member Javin Lopez, Board Member Raymond Sanchez

   Staff Present: Brenda Ryan, Planning Manager, Cristian Arias, Senior Planner, Ryan Altizer, Senior Planner, Courtney Harris, Planner II, Kalanit Oded, Deputy City Attorney, Junellyx Cartagena, Administrative Assistant II

   Members Absent: Board Member Lynda Roth, Board Member Thomas Kapp, Board Member Jon Arguello

   Chairman Robert Bussiere called the meeting to order at 6:00 p.m.

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

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

3. **MINUTES**

3.A Approval of the November 5, 2025 Planning Advisory Board (PAB) Meeting Minutes.

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

AYE: Board Member Alemi, Board Member Bussiere, Board Member Lopez, Board Member Sanchez

NAY: None

Motion to Approve Passed 4 - 0.

3.B Approval of the November 19, 2025 Planning Advisory Board (PAB) Meeting Minutes.

Board Member Alex Alemi made a motion to Approve. Board Member Javin Lopez seconded the motion.

AYE: Board Member Alemi, Board Member Bussiere, Board Member Lopez, Board Member Sanchez

NAY: None

Motion to Approve Passed 4 - 0.

4. **OLD BUSINESS**

5. **NEW BUSINESS**

5.A Public Hearing - CU-25-0017 — Conditional Use with Site Plan to establish an office at 1720 W Oak St.

Board Member Alex Alemi made a motion to Approve w/Conditions. Board Member Javin Lopez seconded the motion.

AYE: Board Member Alemi, Board Member Bussiere, Board Member Lopez, Board Member Sanchez
NAY: None

Motion to Approve w/Conditions Passed 4 - 0.

5.B. Public Hearing - LUPA-25-0007 — Amending the Future Land Use Map designation from Single-Family – Low Density Residential (SF-LDR) to Industrial Business (IB): 610 Buckley Dr. - Proposed Ordinance #26-01

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

Board Member Alex Alemi made a motion to Approve. Board Member Javin Lopez seconded the motion.
AYE: Board Member Bussiere, Board Member Lopez, Board Member Sanchez
NAY: Board Member Alemi

Motion to Approve Passed 3 - 1.

5.C. Public Hearing — ZMA-25-0011 — Amending the Zoning Map designation from Single-Family – Residential (RA-1) to Airport Industrial (AI): 610 Buckley Dr. - Proposed Ordinance #26-02

AN ORDINANCE AMENDING ORDINANCE NO. 3110 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Board Member Alex Alemi made a motion to Approve. Board Member Raymond Sanchez seconded the motion.

AYE: Board Member Alemi, Board Member Bussiere, Board Member Lopez, Board Member Sanchez
NAY: None

Motion to Approve Passed 4 - 0.

6. PUBLIC HEARINGS

7. DISCUSSION

8. HEAR CHAIRMAN AND BOARD MEMBERS

9. ADJOURNMENT

There being no further business to come before the Planning Advisory Board, Chairman Robert Bussiere adjourned the meeting at 6:46 PM.

Board Chairman

ATTEST:

Board Secretary

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

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the office of the City Clerk at (407) 518-2309 prior to the meeting.

DEVELOPMENT PROJECT COMMENT FORM

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

ADDRESS: 610 Buckley Dr. **DATE: 11/13/2025**
PERMIT NUMBER: ZMA-25-0011
PROJECT NAME: Buckley Rezoning
REVIEW VERSION NUMBER: V.1

Review Status:
APPROVED WITH CONDITIONS.

PLANNING DIVISION - Ryan Altizer - 407.518.2107 – Ryan.Altizer@kissimmee.gov

Comments/Conditions:

1. The proposed Zoning of Airport Industrial, AI, is compatible with the proposed Future Land Use Industrial Business, IN. This project is linked to LUPA-25-0007 and is dependent on the Land Use change to be approved before this rezoning can be approved.

2. The proposed rezoning adheres to Land Development Code Section 14-4-4.P.

3. Provide owner authorization and supporting documents for “MALSINGH SURAJ T EST & C/O MALSINGH ANNIE PR” in order to move this to the Planning Advisory Board.

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

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

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

DEVELOPMENT PROJECT COMMENT FORM

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

ADDRESS: 610 Buckley Dr. **DATE: 12/5/2025**
PERMIT NUMBER: ZMA-25-0011
PROJECT NAME: Buckley Rezoning
REVIEW VERSION NUMBER: V.2

Review Status:
APPROVED WITH CONDITIONS.

PLANNING DIVISION - Ryan Altizer - 407.518.2107 – Ryan.Altizer@kissimmee.gov

Comments/Conditions:

1. With the documents submitted, this zoning can be approved and moved on to the Planning Advisory Board.
2. The proposed Zoning of Airport Industrial, AI, is compatible with the proposed Future Land Use Industrial Business, IN. This project is linked to LUPA-25-0007 and is dependent on the Land Use change to be approved before this rezoning can be approved.

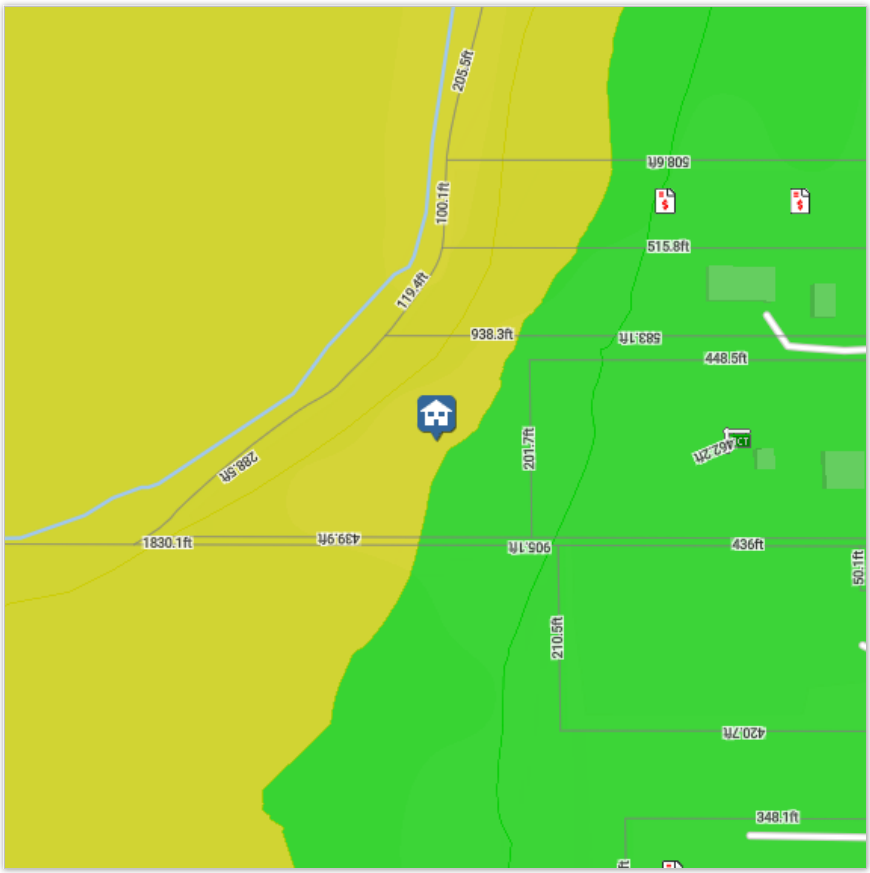
If you have any questions regarding the comments/conditions above, please use the contact information provided.

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

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

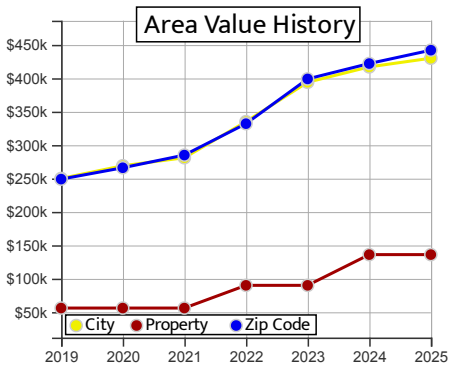
PROPERTY INFORMATION

PID # 19 25 29 0000 0281 0000
Property Type: Residential
Property Address:
0 BUCKLEY DR
KISSIMMEE, FL 34741
Current Owner:
TOM EDELSTON
LINDA EDELSTON
Tax Mailing Address:
1265 TREE BAY LN
SARASOTA, FL 34242-3846
Property Use:
0001 / VACANT (county)
00 / VACANT RESIDENTIAL (state)
Land Use:
1. RESIDENTIAL CANAL (0205)
Area: 2.02 acres / 87,991 sf
Frontage: 200 ft **Depth:** 440 ft
2. RESIDENTIAL CANAL (0205)
Area: 0.39 acres / 16,988 sf
Frontage: 27 ft **Depth:** 630 ft
Total Lot Size: 2.41 acres / 104,979 sf
Waterfront: Yes - RESIDENTIAL CANAL
Subdivision: n/a
Subdivision #: 0000
Census Tract/Block: 041700 / 1000
Twn: 25 **Rng:** 29 **Sec:** 19
Block: 0281 **Lot:** 0000
Neighborhood Code: 102025.00
Coordinates: 28.2972(lat) -81.4507(lon)
Legal Description:
BEG SE COR OF NW 1/4, N 209 FT TO POB; W 450 FT, S 200 FT, W TO E BANK OF SHINGLE CREEK, NELY ALONG CREEK TO PT 1100 FT S OF N/L OF SE 1/4 OF NW 1/4, E TO E/L OF NW 1/4, S 27.45 FT MOL TO POB LESS[full...]
Plat Book # **Page #**



VALUE INFORMATION

	2021	2022	2023	2024	2025 *
Building Value:	$0	$0	$0	$0	$0
Extra Features:	$0	$0	$0	$0	$0
Land Value:	$56,800	$90,800	$90,800	$136,200	$136,200
Just Market Value:	**$56,800**	**$90,800**	**$90,800**	**$136,200**	**$136,200**
Percent Change:	- n/a -	59.86%	0%	50%	0%
Total Assessed Value:	$56,800	$90,800	$90,800	$136,200	$83,160
Homestead Exemption:	No	No	No	No	No
Total Exemptions:	$0	$0	$0	$0	$0
Taxable Value:	$56,800	$62,480	$68,728	$75,600	$83,160
Total Tax Amount:	$1,251.73	$1,251.73	$1,325.74	$1,325.74	-n/a-



Taxing District(s): 200 ,

Estimated Current Value: **$148,461***

Equity Estimate: $148,461
0% 10(

*Estimate of potential property value and equity amounts are based on proprietary computational models.

SALES INFORMATION

Deed Type:	WARRANTY DEED			**Price:**	$90,000	**Qualifiers:**	Q,M[1],V
Sale Date:	06/30/1997	**Recorded Date:**		**Document #**	Bk 1414/Pg 1365		
Grantor:	DEL RIO ANA			**Grantee:**	EDELSTON TOM & EDELSTON LINDA H/W		

Qualifier Flags: Q=Qualified, U=Unqualified, O=Other (see note), M=Multiple, P=Partial, V=Vacant, I=Improved
[1] U : QUAL@TIME OF SALE/MULTI PARCEL W/MULTI PRCL NUMBER

BUILDING INFORMATION

No buildings on this property.

OTHER IMPROVEMENT INFORMATION

Covered Parking:	No	**Pool:**	No

CITY INTERACTIONS

No city inspection, licensing, permit, or code violation data available for this property.

ASSIGNED SCHOOLS

School Name	Grades	Enrollment	School Rating	Report Card	Distance
Pleasant Hill Elementary School	PK-05	741	C (2023/2024)	FL DOE	2 miles
Larger Class Sizes					
Kissimmee Middle School	06-08	1,289	C (2023/2024)	FL DOE	1.5 miles
Below Average Standardized Testing Scores					
Liberty High School	09-12	1,613	C (2023/2024)	FL DOE	9.3 miles
Below Average Standardized Testing Scores					

Source: National Center for Education Statistics, 2022-2023 ; Florida Dept of Education, 2023-2024

FLOOD ZONE DETAILS

Zone	Description	CID	Panel #	Published
AE	Areas of 100-year flood; base flood elevations and flood hazard factors determined.	120189	12097C0065G	06/18/2013
X	Area that is determined to be outside the 1% and 0.2% chance floodplains.	120189	12097C0065G	06/18/2013

Source: FEMA National Flood Hazard Layer (NFHL), updated 08/07/2025

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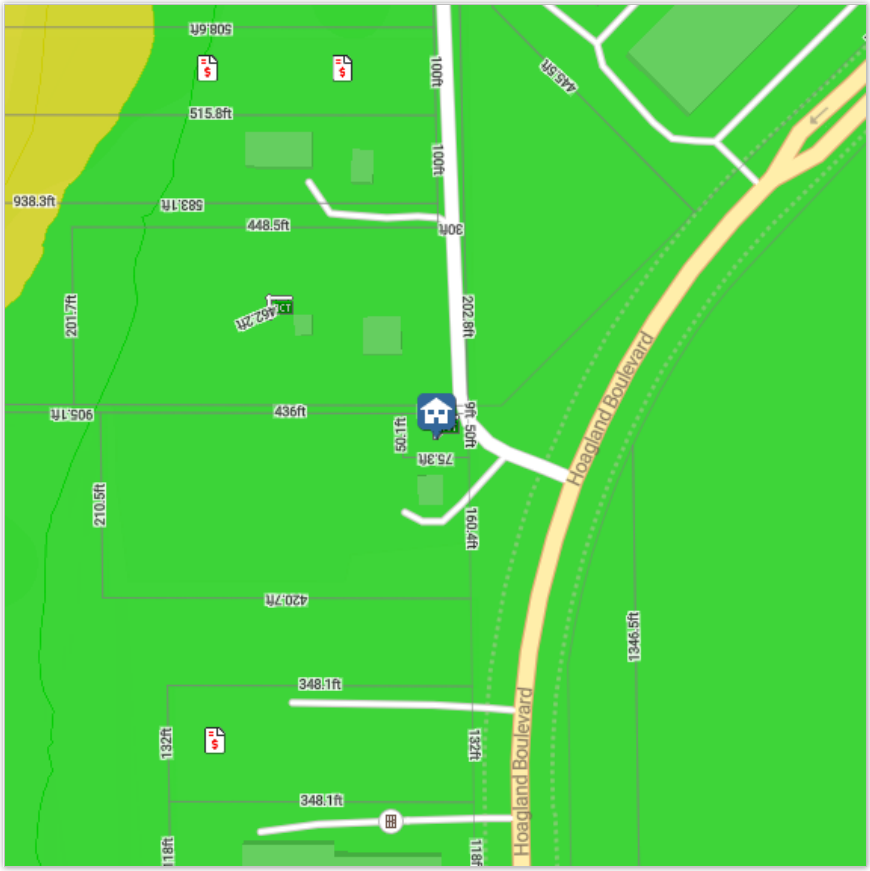
StellarMLS - IMAPP

Osceola County Tax Report - 0 BUCKLEY DR, KISSIMMEE, FL 34741
Report Prepared By Mara Rodriguez

PROPERTY INFORMATION

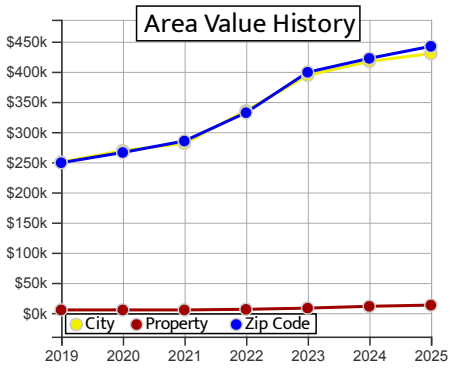
PID # 19 25 29 00U0 0160 0000
Property Type: Industrial
Property Address:
0 BUCKLEY DR
KISSIMMEE, FL 34741
Current Owner:
SURAJ EST MALSINGH
ANNIE PR MALSINGH
Tax Mailing Address:
610 BUCKLEY DR
KISSIMMEE, FL 34741-4517
Property Use:
4001 / VACANT IND-VAC (county)
40 / VACANT INDUSTRIAL (state)
Land Use:
INDUSTRIAL SQ FT (1600)
Zoning: KAI/AIRPORTIND
Lot Size: 0.09 acres / 3,920 sf
Waterfront: No
Subdivision: n/a
Subdivision #: 00U0
Census Tract/Block: 041700 / 1000
Twn: 25 **Rng:** 29 **Sec:** 19
Block: 0160 **Lot:** 0000
Neighborhood Code: 994000.00
Coordinates: 28.297(lat) -81.4493(lon)
Legal Description:
BEG AT NE COR OF E 1/2 OF SW 1/4, W 75 FT, S 50 FT, E 75 FT, N 50 FT TO POB
Plat Book # **Page #**



VALUE INFORMATION

	2021	2022	2023	2024	2025 *
Building Value:	$0	$0	$0	$0	$0
Extra Features:	$0	$0	$0	$0	$0
Land Value:	$5,700	$6,900	$8,300	$11,400	$13,400
Just Market Value:	**$5,700**	**$6,900**	**$8,300**	**$11,400**	**$13,400**
Percent Change:	- n/a -	21.05%	20.29%	37.35%	17.54%
Total Assessed Value:	$5,700	$6,900	$8,300	$11,400	$6,817
Homestead Exemption:	No	No	No	No	No
Total Exemptions:	$0	$0	$0	$0	$0
Taxable Value:	$4,658	$5,123	$5,635	$6,198	$6,817
Ad Valorem Taxes:	$99.65	$99.65	$113.38	$113.38	
Non-Ad Valorem Taxes:	$2.68	$2.68	$0.40	$0.40	
Total Tax Amount:	$102.33	$102.33	$113.78	$113.78	-n/a-

Taxing District(s): 200 ,
***Non-Ad Valorem Levies:** West 192 Redevelopment ($2.92)



Estimated Current Value: **$14,597***

Equity Estimate: $14,597
0%

*Estimate of potential property value and equity amounts are based on proprietary computational models.

SALES INFORMATION

Deed Type:	SPECIAL WARRANTY DEED			**Price:**	$1,175,000	**Qualifiers:**	Q,M[1]
Sale Date:	02/12/2020	**Recorded Date:**	03/12/2020	**Document #**	2020036328		
Grantor:	ACKLY RAJIA N			**Grantee:**	PAPA KENNETH J		
Mortgage Amount:	$100,000	**Instrument Date:**	04/27/2021	**Document #**	20210067644		
Terms:	3.10%/360 M	**Attributes:**	Refinance Loan, Refinanced, New Conventional, Stand Alone Mortgage				
Lender:	LOANDEPOTCOM LLC			**Borrower:**	MALSINGH ANNIE		
Deed Type:	DEATH CERTIFICATE			**Price:**	$0	**Qualifiers:**	U[2],I
Sale Date:	03/09/2010	**Recorded Date:**		**Document #**	n/a		
Grantor:	MALSINGH SURAJ			**Grantee:**	MALSINGH SURAJ T EST		
Deed Type:	WARRANTY DEED			**Price:**	$1,000	**Qualifiers:**	U[2],V
Sale Date:	03/31/1988	**Recorded Date:**		**Document #**	Bk 873/Pg 2126		
Grantor:	BUCKLEY VANCE E			**Grantee:**	MALSINGH SURAJ		

There are 2 more sales in our records. Click here to show all sales.

Qualifier Flags: Q=Qualified, U=Unqualified, O=Other (see note), M=Multiple, P=Partial, V=Vacant, I=Improved

[1] UNQUALIFIED - MULTIPARCEL SALE , [2] CD/QC/TX/FJ/OR/MC/DC/PROBATE/NO CONSIDERATION/OTHR

BUILDING INFORMATION

No buildings on this property.

OTHER IMPROVEMENT INFORMATION

Covered Parking: No **Pool:** No

CITY INTERACTIONS

Code Violations

Category	Code	Description	Grade	Case #	Date	Owner
CODE ENFORCEMENT		In Compliance		CE-19-03127	11/25/2019	MALSINGH SURAJ T EST
CODE ENFORCEMENT		In Compliance		CE-19-03128	11/25/2019	MALSINGH SURAJ T EST

There are no recent code violation entries.

ASSIGNED SCHOOLS

School Name	Grades	Enrollment	School Rating	Report Card	Distance
Pleasant Hill Elementary School	PK-05	741	C (2023/2024)	FL DOE	1.9 miles
Larger Class Sizes					
Kissimmee Middle School	06-08	1,289	C (2023/2024)	FL DOE	1.5 miles
Below Average Standardized Testing Scores					
Liberty High School	09-12	1,613	C (2023/2024)	FL DOE	9.3 miles
Below Average Standardized Testing Scores					

Source: National Center for Education Statistics, 2022-2023 ; Florida Dept of Education, 2023-2024

FLOOD ZONE DETAILS

Zone	Description	CID	Panel #	Published
X	Area that is determined to be outside the 1% and 0.2% chance floodplains.	120190	12097C0065G	06/18/2013

Source: FEMA National Flood Hazard Layer (NFHL), updated 08/07/2025

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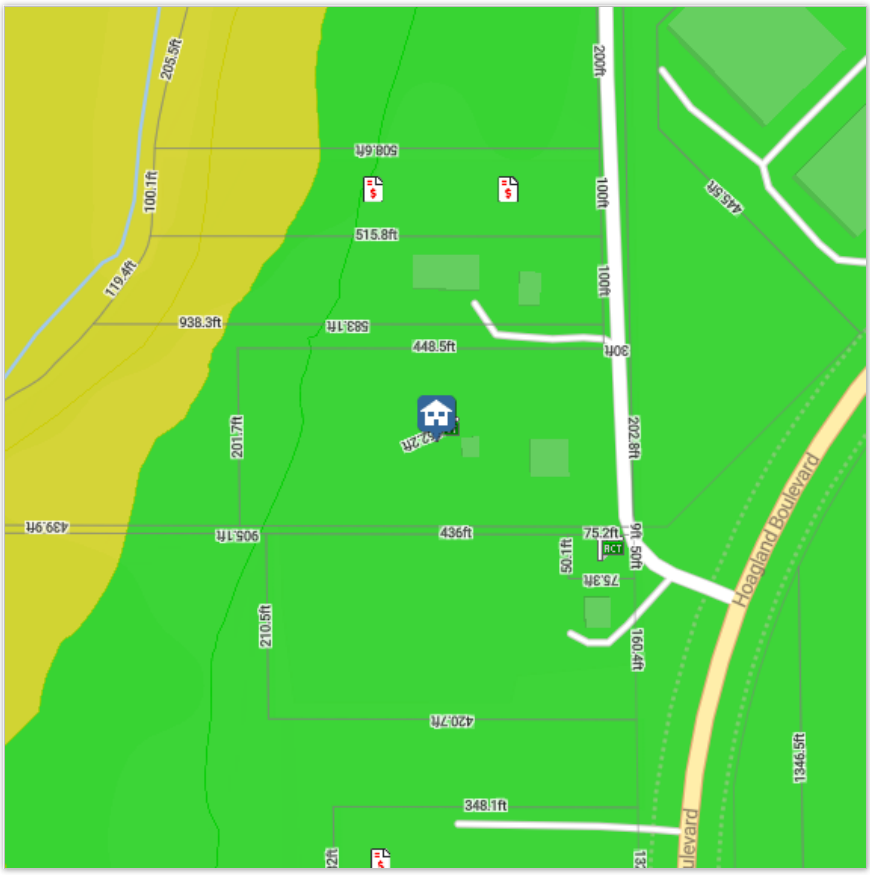
StellarMLS - IMAPP

Osceola County Tax Report - 600 BUCKLEY DR, KISSIMMEE, FL 34741-4517
Report Prepared By Mara Rodriguez

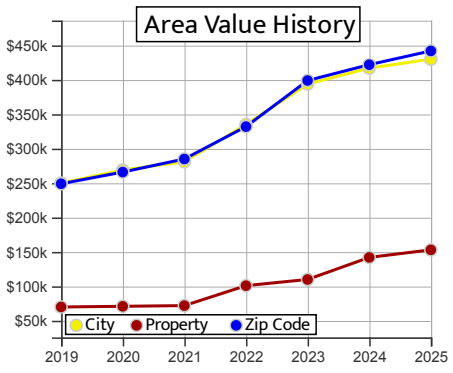
PROPERTY INFORMATION

PID # 19 25 29 0000 0290 0000
Property Type: Residential
Property Address:
610 BUCKLEY DR
KISSIMMEE, FL 34741-4517
Current Owner:
ANNIE MALSINGH
Tax Mailing Address:
610 BUCKLEY DR
KISSIMMEE, FL 34741-4517
Property Use:
0111 / SINGLE FAMILY-IMPROVED (county)
01 / SINGLE FAMILY (state)
Land Use:
RURAL ACREAGE (0400)
Frontage: 200 ft **Depth:** 450 ft
Lot Size: 2.07 acres / 90,169 sf
Waterfront: No
Subdivision: n/a
Subdivision #: 0000
Census Tract/Block: 041700 / 1000
Twn: 25 **Rng:** 29 **Sec:** 19
Block: 0290 **Lot:** 0000
Neighborhood Code: 102000.00
Coordinates: 28.2972(lat) -81.4497(lon)
Legal Description:
BEG 9 FT N OF SE COR OF NW 1/4, N 200 FT, W 450 FT, S 200 FT, E 450 FT TO POB
Plat Book # **Page #**



VALUE INFORMATION

	2021	2022	2023	2024	2025 *
Building Value:	$36,900	$65,600	$74,300	$76,300	$5,433
Extra Features:	$3,000	$3,000	$3,000	$3,000	$3,000
Land Value:	$33,000	$33,000	$33,000	$62,700	$73,200
Just Market Value:	**$72,900**	**$101,600**	**$110,300**	**$142,000**	**$153,300**
Percent Change:	- n/a -	39.37%	8.56%	28.74%	7.96%
Total Assessed Value:	$72,602	$74,780	$77,023	$79,333	$81,633
Homestead Exemption:	Yes	Yes	Yes	Yes	Yes
Total Exemptions:	$48,102	$50,280	$55,000	$55,000	$55,722
Taxable Value:	$24,500	$24,500	$22,023	$24,333	$25,911
Ad Valorem Taxes:	$566.26	$566.26	$523.49	$523.49	
Non-Ad Valorem Taxes:	$4.00	$4.00	$4.00	$4.00	
Total Tax Amount:	$570.26	$570.26	$527.49	$527.49	-n/a-



Taxing District(s): 200 ,
***Non-Ad Valorem Levies:** Household Chemical Waste ($4.00)

Estimated Current Value: **$170,794***

Equity Estimate: $80,362
0% 47%

*Estimate of potential property value and equity amounts are based on proprietary computational models.

SALES INFORMATION

Deed Type:	COURT ORDER			**Price:**	$0	**Qualifiers:**	U[1],I
Sale Date:	08/15/2011	**Recorded Date:**		**Document #**	Bk 4167/Pg 795		
Grantor:	CIRCUIT JUDGE			**Grantee:**	MALSINGH ANNIE **LAND ONLY**		
Mortgage Amount:	$100,000	**Instrument Date:**	04/27/2021	**Document #**	20210067644		
Terms:	3.10%/360 M	**Attributes:**	Refinance Loan, Refinanced, New Conventional, Stand Alone Mortgage				
Lender:	LOANDEPOTCOM LLC			**Borrower:**	MALSINGH ANNIE		
Deed Type:	COURT ORDER			**Price:**	$0	**Qualifiers:**	U[2],I
Sale Date:	06/09/2011	**Recorded Date:**		**Document #**	Bk 4143/Pg 1824		
Grantor:	CIRCUIT JUDGE			**Grantee:**	MALSINGH ANNIE		
Deed Type:	COURT ORDER			**Price:**	$0	**Qualifiers:**	U[2],I
Sale Date:	06/17/2010	**Recorded Date:**		**Document #**	Bk 4002/Pg 590		
Grantor:	CIRCUIT JUDGE			**Grantee:**	MALSINGH SURAJ T EST C/O MALSINGH ANNIE PR		
Deed Type:	DEATH CERTIFICATE			**Price:**	$0	**Qualifiers:**	U[2],I
Sale Date:	03/09/2010	**Recorded Date:**		**Document #**	n/a		
Grantor:	MALSINGH,SURAJ			**Grantee:**	MALSINGH SURAJ EST		
Deed Type:	QUIT CLAIM DEED			**Price:**	$0	**Qualifiers:**	U[2],I
Sale Date:	05/25/1988	**Recorded Date:**		**Document #**	Bk 879/Pg 726		
Grantor:	RIPLEY ROBIN S			**Grantee:**	MALSINGH SURAJ		
Deed Type:	PERSONAL REPRESENTATIVE DEED			**Price:**	$46,300	**Qualifiers:**	Q[3],I
Sale Date:	07/31/1986	**Recorded Date:**		**Document #**	Bk 812/Pg 96		
Grantor:	SNOW MARY EMMA EST			**Grantee:**	MALSINGH SURAJ		

There are 5 more sales in our records. Click here to show all sales.

Qualifier Flags: Q=Qualified, U=Unqualified, O=Other (see note), M=Multiple, P=Partial, V=Vacant, I=Improved

[1] U : CD/QC/TX/FJ/OR/MC/DC/PROBATE/NO CONSIDERATION/OTHER , [2] CD/QC/TX/FJ/OR/MC/DC/PROBATE/NO CONSIDERATION/OTHR , [3] SALE QUALIFIED AS RESULT OF EXAMINATN OF THE DEED

BUILDING INFORMATION

1. SINGLE FAMILY **Heated Area:** 1,420 sf **Built:** 1940 act / 1970 eff **A/C Type:** HEATING/COOLING PACK
Beds: 3 **Baths:** 1 **Total Area:** 2,217 sf **Stories:** 1.0 **Heat Type:** HEATING/COOLING PACK

Roof Type:	GABLE/HIP	**Roof Cover:**	CORRUGATED METAL	**Heat Fuel:**	
Int Wall:	WALL BOARD/WOOD			**Ext Wall:**	ALUMINUM SIDING
Structural:				**Flooring:**	PINE WOOD

Building Subareas:

CPU - CARPORT UNFINISHED (187 sf)
BAS - BASE AREA (1,160 sf)
EPF - ENCLOSED PORCH FINISHED (260 sf)
CPU - CARPORT UNFINISHED (340 sf)
SPU - SCREEN PORCH UNFINISHED (270 sf)

OTHER IMPROVEMENT INFORMATION

Code	Description	Year Built
4901	PREFABRICATED SHED AVERAGE	1976
2506	UTILITY UNFINISHED FAIR	1972
2501	UTILITY UNFINISHED AVERAGE	1978
5006	A/C-WALL UNIT FAIR	1978
1106	POLEBARN FAIR	2001

Covered Parking: Yes **Details:** CARPORT UNFINISHED - 527 sf **Pool:** No

CITY INTERACTIONS

Code Violations

Category	Code	Description	Grade	Case #	Date	Owner
CODE ENFORCEMENT		Special Magistrate		CE-23-02936	09/28/2023	MALSINGH ANNIE
CODE ENFORCEMENT		Closed - Invalid		CE-23-02547	08/22/2023	MALSINGH ANNIE
CODE ENFORCEMENT		In Compliance		CE-21-02151	09/21/2021	MALSINGH ANNIE
CODE ENFORCEMENT		In Compliance		CE-20-00533	02/19/2020	MALSINGH ANNIE
CODE ENFORCEMENT		Special Magistrate		CE-19-02424	08/28/2019	MALSINGH ANNIE

Building Permits

Permit #	Type	Description	Issued	Value	Contractor
5057	RADD	RESIDENTIAL ADDITION	11/05/2001	$27,593	
5005	MHBD	MOBILE HOME BUILDING	12/02/1998	$35,000	

ASSIGNED SCHOOLS

School Name	Grades	Enrollment	School Rating	Report Card	Distance
Pleasant Hill Elementary School	PK-05	741	C (2023/2024)	FL DOE	2 miles
Larger Class Sizes					
Kissimmee Middle School	06-08	1,289	C (2023/2024)	FL DOE	1.5 miles
Below Average Standardized Testing Scores					
Liberty High School	09-12	1,613	C (2023/2024)	FL DOE	9.3 miles
Below Average Standardized Testing Scores					

Source: National Center for Education Statistics, 2022-2023 ; Florida Dept of Education, 2023-2024

FLOOD ZONE DETAILS

Zone	Description	CID	Panel #	Published
X	Area that is determined to be outside the 1% and 0.2% chance floodplains.	120189	12097C0065G	06/18/2013

Source: FEMA National Flood Hazard Layer (NFHL), updated 08/07/2025

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After Recording Return To:
LOANDEPOT.COM, LLC
ATTN: **DOC CONTROL**
25500 COMMERCENTRE DR, SUITE 100
LAKE FOREST, CA 92630
(888)337-6888

This Document Prepared By:
ORLANDO BRADEN
LOANDEPOT.COM, LLC
26642 TOWNE CENTRE DRIVE
FOOTHILL RANCH, CA 92610
(888)337-6888

[Space Above This Line For Recording Data]

MORTGAGE

MALSINGH
Loan #: **104216301**
MIN: **100853701042163013**
MERS Phone: **1-888-679-6377**
PIN: **192529000002900000 AND 1925290U001600000**

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **APRIL 27, 2021**, together with all Riders to this document.

(B) "Borrower" is **ANNIE MALSINGH**. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is **LOANDEPOT.COM, LLC**. Lender is a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **DELAWARE**. Lender's address is **26642 TOWNE CENTRE DRIVE, FOOTHILL RANCH, CA 92610**.

(E) "Note" means the promissory note signed by Borrower and dated **APRIL 27, 2021**. The Note states that Borrower owes Lender **ONE HUNDRED THOUSAND AND 00/100** Dollars (U.S. **$100,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MAY 1, 2051**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

Recorded in Osceola County, FL KELVIN SOTO, ESQ., CLERK OF COURT 05/04/2021 08:51:00 AM RECEIPT # 2446478
Rec Fees 120.50 MTG DOC 350.00 INTANGIBLE 200.00 EXTRA NAMES
CFN# 2021067644 BK 5950 PG 101 PAGE 1 OF 14

NOTICE OF COMMENCEMENT

Permit Number P97-003022
Parcel Number 19-25-29-000-0280

Prepared by: TOM EDELSON

Return to: TOM EDELSON
5584 DONNELLY CIR
ORLANDO FL 32821

LARRY WHALEY 2P
CLERK OF CIRCUIT COURT
OSCEOLA COUNTY, FLORIDA

CL 97079620 OR 1424/1878
KGC Rec. Date 08/07/97 Time 16:01

NOTICE OF COMMENCEMENT
State of FL
County of OSCEOLA

The undersigned hereby gives notice that improvement(s) will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Description of Property (legal description of the property, and street address if available)
620 BUCKLEY DR, KISSIMMEE, FL 34741
SEE ATTACHED LEGAL

2. General description of Improvement(s)
PLACEMENT OF 40'x24' MOBILE HOME

3. Owner Information (Name, Address, Telephone Number and Fax Number)
TOM EDELSON
5584 DONNELLY CIR
ORLANDO FL 32821
PH 407-239-8161
FAX " "

4. Fee Simple Title Holder (Name, Address, Telephone Number, Fax Number)
SAME AS OWNER

5. Contractor (Name, Address, Telephone Number, Fax Number)
SUNSHINE CITY MOBIL HOMES
10006 U.S. HWY 27N
HAINE CITY FL 33844
PH 941-421-4400
FAX 941-422-4903

6. Surety (if any) (Name, Address, Telephone, Fax Number, Amount of Bond)
N/A

7. Lender (if any)(Name, Address, Telephone Number, Fax Number)
N/A

8. Persons within the State of Florida designated by owner upon notices or other documents may be served as provided by 713.13 (1)(a)7., Florida Statutes. (Name, Address, Telephone Number, Fax Number)
LINDA EDELSON
5584 DONNELLY CIR
ORLANDO FL 32821
PH 407-239-8161
FAX " "

9. In addition to himself, Owner designates the following to receive a copy of the Lienor's Notice as provided in 713.13 (1) (b) Florida Statutes. (Name, Address, Telephone Number, Fax Number)
LINDA EDELSON
5584 DONNELLY CIR
ORLANDO FL 32821
PH 407-239-8161
FAX " "

10. Expiration date of notice of commencement (the expiration date is one year from the date of recording unless a different date is specified): _____

8-7-97
Date Signed

Tom Edelson
Signature of Owner TOM EDELSON

Sworn to and subscribed before me this 8th day of August, 1997 by

who is ~~personally known to me~~ OR has produced FL DL
E E342836600920EF 18 as identification.

Signature of Notary (Notarial seal to appear below)

MARY EPIPHANE
MY COMMISSION # CC 596760
EXPIRES: October 28, 2000
Bonded Thru Notary Public Underwriters

Permit Number P97-003375

Parcel Identification Number 1925 27 0000 02 80
0000

Prepared by: CHUCK SMITH
P.O. BOX 916297
LONGWOOD, FL 32791

Return to: SAME

LARRY WHALEY 2P
CLERK OF CIRCUIT COURT
OSCEOLA COUNTY, FLORIDA

CL 97084868 OR 1427/1754
KGC Rec. Date 08/19/97 Time 11:24

NOTICE OF COMMENCEMENT

State of FLORIDA
County of OSCEOLA

The undersigned hereby gives notice that improvement(s) will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Description of property (legal description of the property, and street address if available)
SEE ATTACHED LEGAL DESCRIPTION

2. General description of improvement(s)
CONSTRUCT 36' X 72' STORAGE BARN

3. Owner information
Name TOM EDELSTON Telephone Number 407 239 8161
Address 5584 DONNELLY CIRCLE Fax Number SAME
ORLANDO, FL 32821

4. Fee Simple Title Holder (if other than owner shown above)
Name Telephone Number
Address Fax Number

5. Contractor
Name CORNERSTONE BLDG SYSTEMS, INC Telephone Number 407 889 7109
Address P.O. BOX 916297 Fax Number 889 2713
LONGWOOD, FL 32791

6. Surety (if any)
Name Telephone Number
Address Fax Number
Amount of bond $_____

7. Lender (if any)
Name Telephone Number
Address Fax Number

8. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by §713.13(1)(a)7., Florida Statutes. NONE OTHER THAN OWNER
Name Telephone Number
Address Fax Number

9. In addition to himself, Owner designates the following to receive a copy of the Lienor's Notice as provided in §713.13(1)(b), Florida Statutes. NONE
Name Telephone Number
Address Fax Number

10. Expiration date of notice of commencement (the expiration date is one year from the date of recording unless a different date is specified):_____

8-18-97
Date Signed

Thomas Robin Edelston
Signature of Owner

Sworn to and subscribed before me this 18 day of August 1997 by Thomas Robin Edelston who is _____ personally known to me OR X produced Florida Drivers license as identification.

Signature of Notary (notarial seal or stamp below)

MY COMMISSION # CC 607626
EXPIRES: December 16, 2000
Bonded Thru Notary Public Underwriters

Form Revised 9/96

Prepared by and Return to:

Dawn M. Wille
EQUITABLE TITLE AGENCY, INC.
7575 Dr. Philips Blvd
Orlando, FL 32819
SS# - GRANTEE 1: - -
DP97-0415 DW

LARRY WHALEY
CLERK OF CIRCUIT COURT
OSCEOLA COUNTY, FLORIDA
2P

CL 97063850 OR 1414/1365
MMK Rec. Date 07/08/97 Time 13:18

DOC STAMPS: 630.00

WARRANTY DEED

THIS INDENTURE, made this 30th day of June , A.D. 1997 between

ANA DEL RIO, an unremarried widow

as Grantor*, whose address is: 1701 FOUR WINDS BLVD., KISSIMMEE, FL 34746
and

TOM EDELSTON and LINDA EDELSTON, Husband and Wife

as Grantee*, whose address is: 5584 DONNELLY CIRCLE, ORLANDO, FL 32821

WITNESSETH: That the Grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantee's heirs forever the following described land located in the County of OSCEOLA, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

Property Tax ID Number: 19-25-29-0000-0280-0000

SUBJECT TO easements, restrictions and reservations of record, if any, and taxes for 1997 and subsequent years.

Said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*Singular and plural are interchangeable as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Witnesses

(WITNESS 1) Dawn M. Wille
PRINT OR TYPE NAME: Dawn M Wille

(WITNESS 2) Ruth A. Abbott
PRINT OR TYPE NAME: Ruth A Abbott

Ana Del Rio
ANA DEL RIO

State of Florida
County of ORANGE

The foregoing instrument was acknowledged before me on this 30th day of June, 1997 by ANA DEL RIO, an unremarried widow, who is known to me or who has produced a drivers license as identification and did not take an oath.

Dawn M. Wille
NOTARY PUBLIC
PRINT OR TYPE NAME:

My Commission Expires:

OFFICIAL NOTARY SEAL
DAWN M WILLE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC404509
MY COMMISSION EXP. AUG. 30,1998

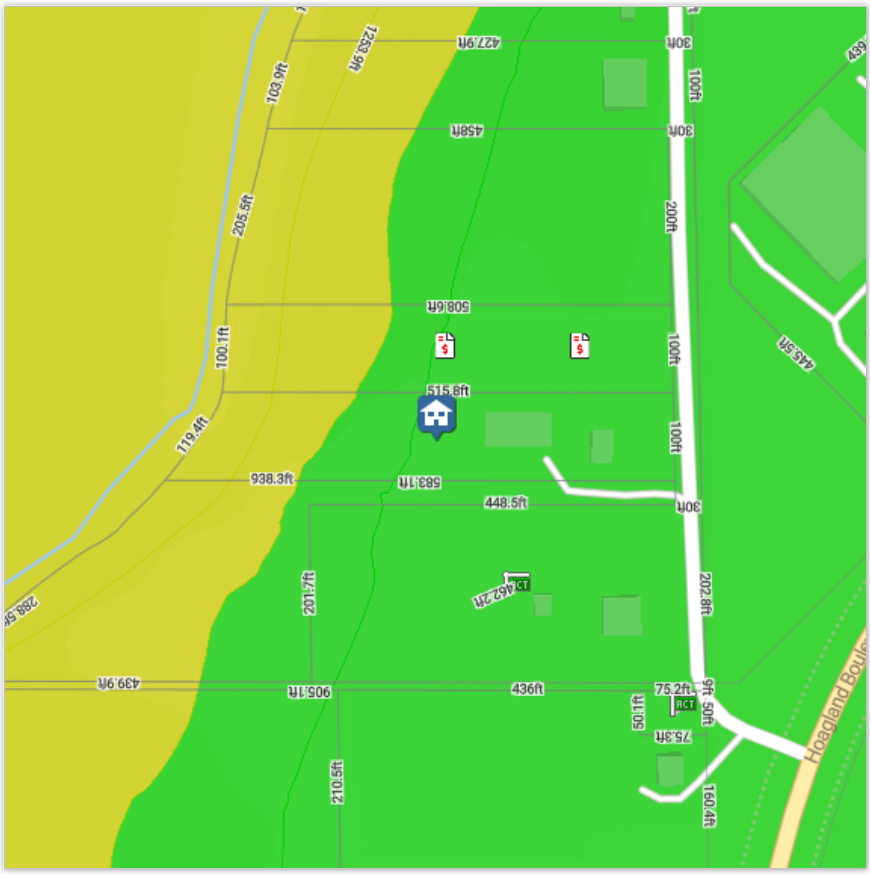
AMS-MD-PLAIN
Rev. 10/27/96

StellarMLS - IMAPP

Osceola County Tax Report - 620 BUCKLEY DR, KISSIMMEE, FL 34741-4517
Report Prepared By Mara Rodriguez

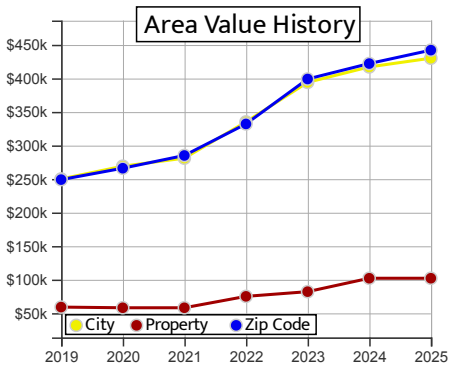
PROPERTY INFORMATION

PID # 19 25 29 0000 0280 0000
Property Type: Residential
Property Address:
620 BUCKLEY DR
KISSIMMEE, FL 34741-4517
Current Owner:
TOM EDELSTON
LINDA EDELSTON
Tax Mailing Address:
1265 TREE BAY LN
SARASOTA, FL 34242-3846
Property Use:
0211 / MOBILE HME-IMPROVED (county)
02 / MOBILE HOME (state)
Land Use:
RESIDENTIAL CANAL (0205)
Frontage: 100 ft **Depth:** 630 ft
Lot Size: 1.45 acres / 63,162 sf
Waterfront: Yes - RESIDENTIAL CANAL
Subdivision: n/a
Subdivision #: 0000
Census Tract/Block: 040901 / 1001
Twn: 25 **Rng:** 29 **Sec:** 19
Block: 0280 **Lot:** 0000
Neighborhood Code: 102025.00
Coordinates: 28.2978(lat) -81.45(lon)
Legal Description:
COM AT NE COR OF SE 1/4 OF NW 1/4, S 1000 FT TO POB; CONT S 100 FT, W TO E BANK OF SHINGLE CREEK, NELY ALONG CREEK TO PT W OF POB, E TO POB LESS E 30 FT FOR R/W
Plat Book # **Page #**



VALUE INFORMATION

	2021	2022	2023	2024	2025 *
Building Value:	$17,500	$19,600	$27,100	$27,100	$10,595
Extra Features:	$16,100	$15,900	$15,700	$15,400	$15,200
Land Value:	$25,000	$40,000	$40,000	$60,000	$60,000
Just Market Value:	**$58,600**	**$75,500**	**$82,800**	**$102,500**	**$102,300**
Percent Change:	- n/a -	28.84%	9.67%	23.79%	-0.2%
Total Assessed Value:	$58,600	$75,500	$82,800	$102,500	$85,795
Homestead Exemption:	No	No	No	No	No
Total Exemptions:	$0	$0	$0	$0	$0
Taxable Value:	$58,600	$64,460	$70,906	$77,996	$85,795
Ad Valorem Taxes:	$1,191.13	$1,191.13	$1,307.87	$1,307.87	
Non-Ad Valorem Taxes:	$4.00	$4.00	$4.00	$4.00	
Total Tax Amount:	$1,195.13	$1,195.13	$1,311.87	$1,311.87	-n/a-



Taxing District(s): 200 ,
***Non-Ad Valorem Levies:** Household Chemical Waste ($4.00)

Estimated Current Value: **$124,731***

Equity Estimate: $124,731
0% 10

*Estimate of potential property value and equity amounts are based on proprietary computational models.

SALES INFORMATION

Deed Type:	DEATH CERTIFICATE			**Price:**	$0	**Qualifiers:**	U[1],V
Sale Date:	09/01/1996	**Recorded Date:**		**Document #**	Bk 1361/Pg 13		
Grantor:	DEL RIO LUIS S			**Grantee:**	DEL RIO ANA		
Deed Type:	WARRANTY DEED			**Price:**	$45,000	**Qualifiers:**	Q[2],V
Sale Date:	10/01/1986	**Recorded Date:**		**Document #**	Bk 817/Pg 996		
Grantor:	HERZBERG RUTH J			**Grantee:**	DELRIO LUIS S & DELRIO ANA H/W		
Deed Type:	WARRANTY DEED			**Price:**	$15,500	**Qualifiers:**	Q[2],V
Sale Date:	10/02/1978	**Recorded Date:**		**Document #**	Bk 407/Pg 793		
Grantor:	BAST MICHAEL D & BAST ANZA H/W			**Grantee:**	HERZBERG RUTH J		
Deed Type:	WARRANTY DEED			**Price:**	$0	**Qualifiers:**	U[1],V
Sale Date:	11/26/1973	**Recorded Date:**		**Document #**	Bk 283/Pg 683		
Grantor:	NEAL T H & NEAL DOROTHY H/W			**Grantee:**	BAST MICHAEL D & BAST ANZA B H/W		

There are 3 more sales in our records. Click here to show all sales.

Qualifier Flags: Q=Qualified, U=Unqualified, O=Other (see note), M=Multiple, P=Partial, V=Vacant, I=Improved

[1] CD/QC/TX/FJ/OR/MC/DC/PROBATE/NO CONSIDERATION/OTHR , [2] SALE QUALIFIED AS RESULT OF EXAMINATN OF THE DEED

BUILDING INFORMATION

1. MOBILE HOME — **Heated Area:** 920 sf — **Built:** 1997 act / 1997 eff — **A/C Type:** HEATING/COOLING PACK
Beds: 2 **Baths:** 2 — **Total Area:** 920 sf — **Stories:** 1.0 — **Heat Type:** HEATING/COOLING PACK

Roof Type:	GABLE/HIP	**Roof Cover:**	COMPOSITE SHINGLE	**Heat Fuel:**	
Int Wall:	DRYWALL	**Ext Wall:**			VINYL SIDING
Structural:		**Flooring:**			CARPET

Building Subareas: BAS - BASE AREA (920 sf)

OTHER IMPROVEMENT INFORMATION

Code	Description	Year Built
1201	BARN AVERAGE	1997
3201	CONCRETE PAD/PATIO AVERAGE	1997

Covered Parking: No **Pool:** No

CITY INTERACTIONS

Building Permits

Permit #	Type	Description	Issued	Value	Contractor
3022	MHBD	MOBILE HOME BUILDING	09/30/1997	$0	

ASSIGNED SCHOOLS

School Name	Grades	Enrollment	School Rating	Report Card	Distance
Pleasant Hill Elementary School	PK-05	741	C (2023/2024)	FL DOE	2 miles
Larger Class Sizes					
Kissimmee Middle School	06-08	1,289	C (2023/2024)	FL DOE	1.5 miles
Below Average Standardized Testing Scores					
Liberty High School	09-12	1,613	C (2023/2024)	FL DOE	9.3 miles
Below Average Standardized Testing Scores					

Source: National Center for Education Statistics, 2022-2023 ; Florida Dept of Education, 2023-2024

FLOOD ZONE DETAILS

Zone	Description	CID	Panel #	Published
AE	Areas of 100-year flood; base flood elevations and flood hazard factors determined.	120189	12097C0065G	06/18/2013
X	Area that is determined to be outside the 1% and 0.2% chance floodplains.	120189	12097C0065G	06/18/2013

At least part of this property is in a Special Flood Hazard Area (SFHA). According to our records, no structures on this property are in a SFHA.

Source: FEMA National Flood Hazard Layer (NFHL), updated 08/07/2025

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AGENT AUTHORIZATION LETTER

(To Be Notarized)

Date: 11/07/2025

To:

City of Kissimmee
Planning and Zoning Department
Kissimmee, Florida

Subject: Authorization for Agent to Act on Behalf of Property Owner

I, Annie MALSingh, the undersigned property owner, hereby authorize Maria Rodriguez of KellyRight Interno to act as my duly authorized representative and agent in all matters relating to the following applications and processes concerning my property located in the City of Kissimmee, Florida.

This authorization specifically includes, but is not limited to:

- Submitting, processing, and signing all required applications, forms, and correspondence;
- Coordinating with the City of Kissimmee Planning and Zoning Department and other relevant governmental agencies;
- Attending meetings, hearings, or discussions on my behalf; and
- Providing or obtaining any necessary documentation, plans, or justifications related to the zoning, land use, and annexation changes described below.

Project Details:

- **Land Use Map Amendment Review**
  Project No.: **LUPA-25-0007**
  Project Type: **Small**
  Fee Paid: **$3,014.36**
  Description: Request to change land use designation to align with proposed zoning and comprehensive planning goals.
- **Zoning Map Amendment Review**
  Project No.: **ZMA-25-0011**
  Project Type: **Zoning Map Amendment**
  Fee Paid: **$3,123.81**
  Description: Request to rezone property from **R-1 (Residential)** to **AI (Airport Industrial)**.
- **Annexation Process**
  Description: Request to change annexation boundaries on the Plot Map and coordinate related amendments to both the Land Use and Zoning Maps.

I have provided all necessary documentation, plans, and supporting materials required for these requests. My agent is authorized to perform all acts necessary to advance and finalize these applications, including submission of additional documents or responses as required by the City of Kissimmee.

This authorization shall remain in full force and effect until the completion of the above-referenced processes, or until revoked in writing by me.

Property Owner Information:

Name: Annie Malsingh
Address: 610 Buckley DR
Phone: 407-535-2445
Email: Annie.malsingh@yahoo.com

Authorized Agent Information:

Name: **Mara Y. Rodriguez**
Company: **Kelly Right International**
Address: **140 S Arthur St #600, Spokane, WA 99202**
Phone: **(407)556-4315**
Email: **marasellfast@gmail.com**

Owner's Signature: Annie Malsingh
Date: 11/07/2025

STATE OF FLORIDA
COUNTY OF Osceola

On this 7 day of November, **2025**, before me, the undersigned authority, personally appeared Annie Malsingh, who is personally known to me or who has produced FLDL M425-040-64-929-0 as identification, and who acknowledged that they executed the foregoing document for the purposes therein expressed.

Notary Public, State of Florida
(Signature) Angela Cerullo
(Print Name) Angela Cerullo
Commission No.: HH486367
My Commission Expires: 03/28/2028

ANGELA CERULLO
Notary Public
State of Florida
Comm# HH486367
Expires 3/28/2028

AGENT AUTHORIZATION LETTER
(To Be Notarized)

Date: 11-10-25

To:
City of Kissimmee
Planning and Zoning Department
Kissimmee, Florida

Subject: Authorization for Agent to Act on Behalf of Property Owner

I, LINDA EDELSTON, the undersigned property owner, hereby authorize MARA Y. RODRIGUEZ of KELLY RIGHT INTERNATIONAL to act as my duly authorized representative and agent in all matters relating to the following applications and processes concerning my property located in the City of Kissimmee, Florida.

This authorization specifically includes, but is not limited to:

- Submitting, processing, and signing all required applications, forms, and correspondence;
- Coordinating with the City of Kissimmee Planning and Zoning Department and other relevant governmental agencies;
- Attending meetings, hearings, or discussions on my behalf; and
- Providing or obtaining any necessary documentation, plans, or justifications related to the zoning, land use, and annexation changes described below.

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This authorization shall remain in full force and effect until the completion of the above-referenced processes, or until revoked in writing by me.

Property Owner Information:

Name: LINDA EDELSTON
Address: 1265 TREE BAY LN, SARASOTA FL 34242
Phone: 407-383-1262
Email: LEDELSTON@GMAIL.COM

Authorized Agent Information:

Name: **Mara Y. Rodriguez**
Company: **Kelly Right International**
Address: **140 S Arthur St #600, Spokane, WA 99202**
Phone: **(407)556-4315**
Email: **marasellfast@gmail.com**

Owner's Signature: Linda Edelston
Date: 11-10-25

STATE OF FLORIDA
COUNTY OF SARASOTA

On this 10th day of NOVEMBER **2025**, before me, the undersigned authority, personally appeared Linda Edelston, who is personally known to me or who has produced N/A as identification, and who acknowledged that they executed the foregoing document for the purposes therein expressed.

Notary Public, State of Florida
(Signature) Beverley J Mensing
(Print Name) BEVERLEY J MENSING
Commission No.: HH 412805
My Commission Expires: 10/19/2027

BEVERLEY J. MENSING
MY COMMISSION # HH 412805
EXPIRES: October 19, 2027

AGENT AUTHORIZATION LETTER
(To Be Notarized)

Date: 11-10-25

To:
City of Kissimmee
Planning and Zoning Department
Kissimmee, Florida

Subject: Authorization for Agent to Act on Behalf of Property Owner

I, TOM EDELSON, the undersigned property owner, hereby authorize MARA Y. RODRIGUEZ of KELLY LIGHT INTERNATIONAL to act as my duly authorized representative and agent in all matters relating to the following applications and processes concerning my property located in the City of Kissimmee, Florida.

This authorization specifically includes, but is not limited to:

- Submitting, processing, and signing all required applications, forms, and correspondence;
- Coordinating with the City of Kissimmee Planning and Zoning Department and other relevant governmental agencies;
- Attending meetings, hearings, or discussions on my behalf; and
- Providing or obtaining any necessary documentation, plans, or justifications related to the zoning, land use, and annexation changes described below.

Project Details:

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This authorization shall remain in full force and effect until the completion of the above-referenced processes, or until revoked in writing by me.

Property Owner Information:
Name: TOM EDELSTON
Address: 1265 TREE BAY LN, SARASOTA FL 34242
Phone: 407-383-1260
Email: EDELSTON.TOM@GMAIL.COM

Authorized Agent Information:
Name: **Mara Y. Rodriguez**
Company: **Kelly Right International**
Address: **140 S Arthur St #600, Spokane, WA 99202**
Phone: **(407)556-4315**
Email: **marasellfast@gmail.com**

Owner's Signature:
Date: 11-10-25

STATE OF FLORIDA
COUNTY OF SARASOTA.

On this 10th day of NOVEMBER, **2025**, before me, the undersigned authority, personally appeared TOM EDELSTON, who is personally known to me or who has produced N/A. as identification, and who acknowledged that they executed the foregoing document for the purposes therein expressed.

Notary Public, State of Florida
(Signature) Beverley J Mensing
(Print Name) BEVERLEY J MENSING
Commission No.: HH 412805
My Commission Expires: 10/19/2027

BEVERLEY J. MENSING
MY COMMISSION # HH 412805
EXPIRES: October 19, 2027

File No. AA2505006

APPRAISAL OF

VACANT LAND

LOCATED AT:

610 Buckley Dr
Kissimmee, FL 34741-4517

FOR:

Gabest Transport Inc.
4617 Terry Town Drive
Kissimmee, FL, 34647

BORROWER:

Gabest Transport Inc.

AS OF:

May 24, 2025

BY:

Kelvin G. Tamarit
State-Certified General Real Estate Appraiser RZ3020

File No. AA2505006

Gabest Transport Inc.
Gabest Transport Inc.
4617 Terry Town Drive
Kissimmee, FL, 34647

File Number: AA2505006

To whom it may concern,

In accordance with your request, I have appraised the real property at:

610 Buckley Dr
Kissimmee, FL 34741-4517

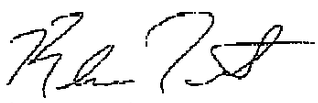
The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of May 24, 2025 is:

$650,000
Six Hundred Fifty Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

Thank you for the opportunity to serve you.



Kelvin G. Tamarit
State-Certified General Real Estate Appraiser RZ3020

ITEM 7.A
Approval of City Commission Minutes from the February 17, 2026 meeting

Request

Approval of the February 17, 2026, commission meeting minutes.

Explanation

Minutes of the commission meeting held on February 17, 2026, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission
Presenter:

Attachment(s):
1. (S) CCM MIN FEB 17 2026

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, FEBRUARY 17, 2026 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, Deputy City Attorney Kalanit Oded, 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 - Back on Track Employment Services

Proclamation honoring Back on Track Employment Services for its 25 years of service and significant contributions to workforce development within the City of Kissimmee.

City Manager Steigerwald read a proclamation in honor of Back on Track Employment Services, as the Mayor and Commissioners presented the proclamation. Recipient Jacqueline Murray thanked the City for its support.

3.B Recognition of Community Partners and Resident of the Year – Haven on Vine

Recognition of Haven on Vine community partners and formally honor Ms. Beatrice Brown as Haven on Vine Resident of the Year.

Deputy City Manager Desiree Matthews recognized individuals who supported Haven on Vine in various capacities over the past year. She reviewed a PowerPoint (Exhibit “A”) and distributed certificates to the honorees. Ms. Beatrice Brown was named Haven on Vine Resident of the Year and expressed her appreciation to the Commission for its generosity and continued support, including programs such as Back on Track.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Proposed Ordinance #26-03 - Amending Term of Office of Commissioners

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION; CHAPTER 2 CITY COMMISSION; SECTION 2, TERM OF OFFICE OF COMMISSIONERS, PROVIDING TERM LIMITS OF THREE CONSECUTIVE TERMS. REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of the Proposed Ordinance #26-03, amending the charter to increase term limits to three consecutive terms.

Deputy Attorney Kalanit Oded read Ordinance # 3131 by title. City Manager Steigerwald explained that the request would require a charter amendment and voter approval to change the charter from two consecutive four-year terms to three consecutive four-year

terms. If adopted, the measure would appear on the August ballot.

Mayor Espinosa opened the floor for public comment. Comment cards (Exhibit "B") were submitted, and those individuals spoke or documented their support of, opposition to, or neutrality of the item. Many comments were received requesting clarification on the reasoning for the additional term. Each commissioner provided their feedback and comments on the questions posed.

Mayor Espinosa moved to adopt Ordinance # 3131. Commissioner Alvarez seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 1.

4.B Public Hearing - Second and Final Reading - Proposed Ordinance #26-04 - Prohibiting Smoking and Vaping in Public Parks

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 28, PARKS AND RECREATION, ARTICLE 1, IN GENERAL, PROHIBITING SMOKING AND VAPING USE IN PUBLIC PARKS WITHIN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

Approval of the Second and Final Reading of the Proposed Ordinance #26-04 prohibiting smoking and vaping in public parks.

Deputy City Attorney Oded read Ordinance # 3132 by title. City Manager Steigerwald explained that a smoking-prohibition city policy already exists. Adopting this measure, however, would make it law, and smokers would be asked to leave the parks. Mayor Espinosa opened the floor for public comment. Comment cards ("Exhibit C") were submitted, and those individuals spoke or documented their support of the item. Several students from Osceola High School's Students Working Against Tobacco ("SWAT") Program addressed the Commission in support of the item.

Commissioner Martinez moved to adopt Ordinance # 3132. 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.C Public Hearing — Second and Final Reading — Proposed Ordinance #26-05 — Adding Criminal Background Checks to Verify Candidate's Qualification to Hold Office

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF KISSIMMEE; ARTICLE II ADMINISTRATION, CHAPTER 2 CITY COMMISSION; SECTION 7 CANDIDATES TO ANNOUNCE AND QUALIFY FOR PARTICULAR OFFICE; DEADLINE FOR QUALIFICATIONS; METHOD OF QUALIFYING; MAJORITY VOTE REQUIRED FOR ELECTION; CONDUCT OF ELECTION; WHEN CANDIDATE TO TAKE OFFICE; ADDING CRIMINAL BACKGROUND CHECKS TO VERIFY CANDIDATE'S QUALIFICATION TO HOLD OFFICE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of Proposed Ordinance #26-05, adding criminal background checks to verify candidates' qualifications to hold office.

Deputy City Attorney Oded read Ordinance # 3133 by title. City Manager Steigerwald reviewed the proposed charter change and explained that, if approved, it would be placed on the August ballot. The proposal would require candidates to consent to a criminal background check, with limited authority to disqualify candidates under state law. The purpose of the requirement is to provide voters with transparency into candidates' backgrounds. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Alvarez moved to adopt Ordinance # 3133. 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.

5. PUBLIC HEARINGS

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

Mayor Espinosa opened the floor for public comment. Comment cards (Exhibit “D”) were submitted, and speakers addressed topics including term limits, political committees on social media, concerns regarding a recent Toho Water Authority Board member appointment (Exhibit "E"), the termination of the former City Attorney, and the need for increased transparency for public comment (Exhibit "F"). Several local business owners and nonprofit representatives offered additional comments, seeking guidance and assistance from the Commission and expressing appreciation for the cultural and arts programs the City has recently provided.

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

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

Motion carried 5 - 0.

7.A Approval of City Commission Minutes from the February 3, 2026, Meeting

Approval of the February 3, 2026, commission meeting minutes.

7.B Purchase of SCBA Cascade and Fill Station from Compressed Air Supplies & Equipment, Inc.

Request approval to purchase a Self-Contained Breathing Apparatus (SCBA) cascade and fill station from Compressed Air Supplies & Equipment, Inc. (Contract #20260150) through the NPPGOV cooperative purchasing contract (Contract #PS20095) to replace aging equipment and maintain safe, reliable fire suppression operations. Staff also requests approval and signing of the Intergovernmental Cooperative Purchasing Agreement between the City of Kissimmee and participating government entities that are members of National Purchasing Partners (NPPGOV).

7.C 2026 Urban and Community Forestry Hurricane Ian Recovery Grant Application

Request approval to apply for the 2026 Urban and Community Forestry Hurricane Ian Recovery Grant for $37,500, and authorize the City Manager to sign documents related to the application and award process. (Grant #UCFHRG26)

7.D Permanent Right-Of-Way Easement Agreement Between Chick-fil-A, Inc. and the City of Kissimmee

Request approval for an agreement to establish a permanent right-of-way easement between Chick-fil-A, Incorporated, and the City of Kissimmee to support a streetscape zone requirement on Oren Brown Road and Vine Street.

7.E Accept the 2025 Florida Communities Trust (FCT) Parks and Open Space Florida Forever Program Grant

Approval to accept the 2025 Florida Communities Trust (FCT) Parks and Open Space Florida Forever Program Grant totaling $1,793,822 and authorize the City Manager to execute any documents related to the grant. (Grant #FCTTHCAR)

7.F Network Security and Monitoring Software Service Renewal

Request approval to renew maintenance for Network Security and Monitoring Software from CDW using the OMNIA Mesa contract 2024056-01 - GOV (Contract #20240301) for a three-year term at $86,410.64.

7.G Architectural Design Services for the Oak Street Park Concession Stand Renovations

Request approval to contract with 8-KOI, Inc. (Contract# 20260132) for design services to renovate the Oak Street Park Concession Stand Project at a cost of $33,073, with an approximate 6% contingency, totaling $35,000. Also, authorize the City Manager or their designee to sign any additional documents or change orders necessary to implement the contract.

7.H Hilliard Ridge Subdivision Final Acceptance

Acceptance of the subdivision improvements for Hilliard Ridge.

7.I Award Construction Contract, Notice to Procure, and Notice to Proceed to Hubbard Construction for Parcel 8 Construction

Request approval to Award Construction Contract, Notice to Procure, and Notice to Proceed to Hubbard Construction for Parcel 8 Construction at Kissimmee Gateway Airport. (Contract #20260147)

7.J Agreement with Monument Warehouse, LLC for Rose Hill Cemetery Columbarium

Request approval of the agreement with Monument Warehouse, LLC, for the Rose Hill Cemetery Columbarium, and authorize the City Manager to sign the agreement and any other necessary documents. (Contract #20260157)

7.K Grant Match for Passenger Rail Safety Improvements

Approval of a local match commitment not to exceed $653,824 and authorization to support the Florida Department of Transportation's (FDOT) grant application to the Federal Railroad Administration (FRA) under the Statewide Passenger Rail Crossings Program (SAFE-IPR).

7.L Construction Agreement for Woodside Drainage & Utilities Phase 2

Request approval to award a Construction Contract to Jr. Davis Construction for the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 project (Contract #20260143), for $9,760,295.60. Authorization is also requested for the City Manager or designee to execute any related documents or change orders necessary to fulfill this contract.

7.M Approval of the City of Kissimmee Community Impact Unit and Authorization of Partner Service Agreements

Request approval of the City of Kissimmee Community Impact Unit and Authorization of Partner Service Agreements.

7.N Resolution Approving an Affordable Housing Development Consistent with the Florida Live Local Act

Request adoption of the resolution approving an affordable housing development consistent with the Florida Live Local Act.

Resolution #04-2026.

8. DISCUSSION ITEMS

8.A City Commission Direction for Food Trucks and Carts

Development Services Director Craig Holland reviewed an amended PowerPoint (Exhibit "G") outlining regulatory options, the status of food trucks in the City, and requested direction from the Commission.

Mayor Espinosa opened the floor for public comment. Comment cards (Exhibit "H") were submitted, and speakers expressed support, opposition, or neutrality. Public comments emphasized fairness, consistency in enforcement, protecting small businesses, and concerns about the use of temporary special event permits functioning as ongoing conditional use approvals.

Commission discussion addressed conditional use permits, zoning processes, inspections, prior issues at Mill Creek Mall, and the impact on brick-and-mortar restaurants. Commissioners debated whether allowing food trucks at construction sites and City parks would support small businesses while maintaining fairness to established restaurants. A workshop to further review ordinance revisions was suggested.

Commissioner Angela Eady made a motion to allow food trucks at construction sites and City parks and to direct staff to revise the ordinance accordingly. Commissioner Martinez seconded the motion.

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

Motion failed 2 - 3.

Commission consensus was reached to schedule a future workshop to further discuss regulations related to food trucks and carts.

8.B Appointment of Interim City Attorney

Request Commission appointment of Deputy City Attorney Kalanit Oded as Interim City Attorney.

Commissioner Eady made a motion to appoint Kalanit Oded as Interim City Attorney. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

8.C Discussion on Recruitment and Selection Process for City Attorney

Staff requests Commission direction on the recruitment and selection process for the vacant City Attorney position.

City Manager Steigerwald outlined the proposed recruitment and selection process for the City Attorney position and requested Commission direction. He reviewed the draft qualifications and proposed job description and discussed engaging an external search firm to manage recruitment, accept applications, and present a list of qualified finalists to ensure a fair and impartial process. Commission consensus was reached to procure a search firm and hold a future workshop, led by the selected firm, to discuss and guide the recruitment process.

8.D Resolution Establishing an Auditor Selection Committee and Appointment of a Commissioner Committee Member

Request adoption of a resolution to establish an auditor selection committee and appoint a commissioner committee member.

City Manager Steigerwald reviewed the item and outlined the committee requirements. Commissioner Eady volunteered for the appointment.

Commissioner Martinez made a motion to adopt Resolution #05-2026 and appoint Commissioner Eady as the committee member. Mayor Espinosa seconded the motion.

Motion carried 5 - 0.

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.E (DKCRA) 50 Lakeview Redevelopment Site

Downtown Kissimmee CRA (DKCRA) staff seek direction from the CRA Board on the redevelopment of the 50 Lakeview site.

Redevelopment Planner Benjamin Burnett requested Downtown CRA Board direction on development and timeline for the 7.62-acre site. The board discussed the site and suggested options, including 55+ townhomes, a mixed-use development, and recreational space. The consensus was to issue a broad RFP and to follow a six-month timeline. Commissioner Martinez requested that the board review the RFP before release, and CRA staff will return it to the Board for consideration.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald provided updates on upcoming events: Black History Month Celebration at Chambers Park

9.B CITY ATTORNEY

9.C CITY COMMISSION

Mayor Espinosa addressed Ramadan, noting that the City accommodates events for various religious groups but does not promote secular events. She read a statement into the record (Exhibit “I”) regarding the City Attorney’s termination, explaining that individual discussions with Commissioners are prohibited under Sunshine Law and outlining the contractual and factual basis for the action. She also provided supporting records related to budgeting concerns (Exhibit “J”) and other outlined issues (Exhibit “K”). The Commissioners then discussed the termination and the events leading to the motion.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 8:31 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

EXHIBIT “A”

The Haven on Vine

A Very Special Thank You

to our special event partners!

- Purchased in 2023
- 36 residents

Let’s go …

2024… 52 Households

August 2025

https://www.facebook.com/reel/1099315804864279

2025… 62 households

38 children under 16 y/o

COMMUNITY ROOM
SNOW
Much Fun
Noel
Joy

More 2025...

CITY OF
KISSIMMEE
1883

DANGER

U-HAUL
U-HAUL
MAKES MOVING EASIER
RIGHT EQUIPMENT / LOWEST COST
Gentle-Ride Van
minions

2026

3 Kings Day Celebration

The City of Kissimmee Thanks You!

Because of you, The Haven on Vine is more than a vision. It is becoming a place of hope, stability, and new beginnings. Your partnership reflects what is possible when a community comes together with compassion and purpose.

Thank you for standing with us, for believing in this mission, and for helping create pathways toward brighter futures for those we serve. Together, we are not just building housing. We are building opportunity, dignity, and lasting change.

THANK YOU!

- City of Kissimmee GEO
- El Faro Church - Kissimmee
- Pan American Behavioral Health
- Mr. Warren Hougland
- Mrs. Natalie Casey
- Mr. Jose Rafael
- Mr. Rico Bolivar

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

EXHIBIT "B"

DATE: 2026-02-17

AGENDA ITEM #: 4.A

NON-AGENDA ITEM:

NAME: Alex Alemi

ADDRESS: 424 Lakeshore Blvd **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [x] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
- YOU WILL HAVE 3 MINUTES TO VOICE YOUR OPINION, ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL,DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2-17-26

AGENDA ITEM #: 4-A

NON-AGENDA ITEM:

NAME: Daniel Sexton

ADDRESS: 213 W OAK ST **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [x] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

owner: Kissimmee Florist

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

Student

DATE: 2-17-26

AGENDA ITEM #: 4B OR NON-AGENDA TOPIC: _____

NAME: Alanis Camacho

ADDRESS: Student CITY: Kissimmee STATE: FL ZIP: _____

POSITION ON ITEM

- [X] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

PUBLIC COMMENT

- [X] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

STUDENT

DATE: 2-17-26

AGENDA ITEM #: 4B OR NON-AGENDA TOPIC: _____

NAME: Jayden Gomez

ADDRESS: _____ CITY: Kissimmee STATE: FL ZIP: _____

POSITION ON ITEM

- [x] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

PUBLIC COMMENT

- [x] I WISH TO SPEAK
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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

Student

DATE: 2-17-26

AGENDA ITEM #: 4B OR NON-AGENDA TOPIC: _____

NAME: Anayan Harmer

ADDRESS: Student CITY: Kissimmee STATE: FL ZIP: _____

POSITION ON ITEM

- [x] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

PUBLIC COMMENT

- [x] I WISH TO SPEAK
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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

STUDENT

DATE: 2-17-26

AGENDA ITEM #: 4B OR NON-AGENDA TOPIC: _____

NAME: Gianna Ramos

ADDRESS: _____ CITY: Kissimmee STATE: FL ZIP: _____

POSITION ON ITEM

- [X] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

PUBLIC COMMENT

- [X] I WISH TO SPEAK
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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

Student

DATE: 2-17-26

AGENDA ITEM #: 4B OR NON-AGENDA TOPIC: _____

NAME: Lyric Lanzo

ADDRESS: Kissimmee CITY: Kissimmee STATE: FL ZIP: _____

POSITION ON ITEM

- [X] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

PUBLIC COMMENT

- [X] I WISH TO SPEAK
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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

Student

DATE: 2-17-26

AGENDA ITEM #: 4B OR NON-AGENDA TOPIC: _____

NAME: Rachel Winston

ADDRESS: _____ CITY: Kissimmee STATE: FL ZIP: _____

POSITION ON ITEM

- [X] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

PUBLIC COMMENT

- [X] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

Student

DATE: 2/17/25

AGENDA ITEM #: 4B

NON-AGENDA ITEM: _____

NAME: Jada Copeland

ADDRESS: 420 S Thacker Ave CITY: Kissimmee STATE: FL ZIP: 34772

CHECK ALL THAT APPLY:

- [✓] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [✓] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

Student

DATE: 2-17-2026

AGENDA ITEM #: 4B

NON-AGENDA ITEM: _____

NAME: Qusai Kloub

ADDRESS: 420 S thacker ave CITY: Kissimmee STATE: FL ZIP: 34744

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [x] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

Student

DATE: 2-17-26

AGENDA ITEM #: 4B OR NON-AGENDA TOPIC: _____

NAME: Teaon Ponix (Isaiah)

ADDRESS: 420 S thacker ave CITY: Kissimmee STATE: FL ZIP: 34744

POSITION ON ITEM

- [x] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

PUBLIC COMMENT

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2-17-26

AGENDA ITEM #: 4B **OR NON-AGENDA TOPIC:** _____

NAME: Marlen Flaverty

ADDRESS: 420 S Thacker Ave **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

POSITION ON ITEM

- [X] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

PUBLIC COMMENT

- [ ] I WISH TO SPEAK
- [X] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

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THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL,DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 02/17/2026 STUDENT

AGENDA ITEM #: 4B **OR NON-AGENDA TOPIC:** _____

NAME: Karina [redacted] Esperanza

ADDRESS: 420 S Thacker Ave **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

POSITION ON ITEM

- [✓] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

PUBLIC COMMENT

- [✓] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

EXHIBIT "D"

DATE: 2/17/26

AGENDA ITEM #: _____

NON-AGENDA ITEM: _____

NAME: Stephanie Nelson

ADDRESS: 1715 Sunny St. **CITY:** Kissimmee **STATE:** FL. **ZIP:** 3474/

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2/17/26

AGENDA ITEM #: _____

NON-AGENDA ITEM: _____

NAME: Lillian Evans

ADDRESS: 1715 Scamy **CITY:** Kiss **STATE:** FLA **ZIP:** 34746

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

Public Comment

DATE: 1/12/26

AGENDA ITEM #: _____

NON-AGENDA ITEM: _____

NAME: Richard ~~Kerr~~ Herr

ADDRESS: 1000 Munn St **CITY:** Kiss **STATE:** _____ **ZIP:** _____

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2/17/26

AGENDA ITEM #: Public Comment

NON-AGENDA ITEM: _____

NAME: Olga Cariño

ADDRESS: 1091 Hidden Harbor **CITY:** Kiss **STATE:** FL **ZIP:** _____

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2026-02-17

AGENDA ITEM #: 6. Hear Audience **OR NON-AGENDA TOPIC:** _____

NAME: Alex Alemi

ADDRESS: 424 Lakeshore Blvd **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

POSITION ON ITEM

- ☐ I SUPPORT THIS AGENDA ITEM
- ☐ I OPPOSE THIS AGENDA ITEM
- ☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2/17/2026

AGENDA ITEM #: _____

NON-AGENDA ITEM: PUBLIC COMMENT / 13CT ALCOHOLIC BEV. CATERA

NAME: LEIA PEREZ

ADDRESS: 3350 PINE NEEDLE **CITY:** KISSIMMEE **STATE:** FL **ZIP:** 34746

CHECK ALL THAT APPLY:

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- ☐ I SUPPORT THIS AGENDA ITEM
- ☐ I OPPOSE THIS AGENDA ITEM
- ☐ NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2.17.2026

AGENDA ITEM #: —

NON-AGENDA ITEM: BUDGET / COMMENT

NAME: ALBERTO SANCHEZ DE FUENTES

ADDRESS: 327 W. CYPRESS ST **CITY:** KISS. **STATE:** FL **ZIP:** _____

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2/17/2026

AGENDA ITEM #: _____

NON-AGENDA ITEM: (Arts) in the Park !

NAME: Jose Bosque

ADDRESS: 4853 Dunfield Ct **CITY:** Kiss **STATE:** FL **ZIP:** 34758

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2/17/2026

AGENDA ITEM #:

NON-AGENDA ITEM: Public Comment

NAME: Jeremy Fetzer

ADDRESS: 120 Broadway Ste 304 **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

CHECK ALL THAT APPLY:

- [x] **I WISH TO SPEAK**
- [ ] **I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK**
- [ ] **I SUPPORT THIS AGENDA ITEM**
- [ ] **I OPPOSE THIS AGENDA ITEM**
- [x] **NEUTRAL**

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EXHIBIT "E"

RECORD COPY

Sheriff Russ Gibson

Osceola County Sheriff's Office
2601 E. Irlo Bronson Memorial Hwy. Kiss., Fl 34744
Telephone: 407-348-1100 ***www.osceolasheriff.org***

[redacted]

Incident Number: 18I012122
Defendant: _____
DOB: _____

[redacted]

Signature Affidavit

- ✓ Report
- ____ Arrest/APS Report/NTA
- ____ Supplement Report
- ____ Supplement to Arrest Rpt/APS/NTA

Related to: _____

Nature: Investigation

Zone: 53K

I swear or affirm the attached statement is true and correct.

_____
Affiant

R. Quinn #1330
Print Name and ID Number

Sworn and subscribed by me this 5th day of February, 2018

_____ #2295
Law Enforcement Officer

Report Reviewed By: _____

Date: 2.08.17

[redacted]

Narrative?: (Y)/ N

SO-04-89 Revised 10/27/14

OSCEOLA COUNTY SHERIFF'S OFFICE

STATEMENT

Please fill out in full detail

Date of Statement	Month: 2	Day: 6	Year: 2018	Time: 2pm
Offense:	Inv.			
Date of Offense	Month:	Day:	Year:	Time:
Location of Offense:	1 Courthouse Sq.			

Case #: 18T012122

Suspect (last, first, middle): Fetzer, Jeremy

Zone: 53K

Code:	NAME (Last, First, Middle) [redacted]	Age 37	DOB [redacted]	Race W	Sex F
O	ADDRESS Res. 1 Courthouse Square, Suite 210		Zip	Phone	
	ADDRESS Bus. Kiss		Zip 34741	Phone 407-742-1705	
D.L. #: [redacted]		State: FL	Other ID (Specify # and Type):		

I, [redacted] do hereby voluntarily make the following statement without threat, coercion, offer of benefit or favor by any persons whomsoever.

Jeremy Fetzer was a direct employee of mine for about 1.5 years when after I moved to a different County office Jeremy was placed on a Personal Improvement Plan, accepted a voluntary demotion and resigned from the County. Immediately after his employment with the County ended he began to post comments about me on social media. His posts were derogatory made claims against my qualifications and made false statements related to fraud and my interactions as a County employee. This has been happening since July of 2017. The volume of posts has been overwhelming and felt like I was being cyber-bullied. He has also made attempts to "friend" my personal facebook and Instagram accounts. He submitted a formal complaint to the Commissioners County Administration, Channel 13 + 9 news making false allegations that I directed staff to falsify public records, and committed a breach of confidentiality. He has sent this email on more than one occasion and posted it to social media. Additionally Jeremy created a false facebook persona named Robert Walker which was also used to attack me and hurt my professional reputation.

~ List stolen items separately (with values) in body of statement. ~

Total Value of Property Stolen/Damaged	$	I will testify in court.	Initial: AC
I have received the Victim's Rights package.	Initial:	I will prosecute criminally.	Initial: AC

Sworn To and Subscribed Before Me, This 6 Day of February, 2018.

Deputy Sheriff ☒ Notary Public ☐

Personally Known ☐

Produced Identification ☐ *Type:* _____

I Swear/Affirm the Above and/or Attached Statements are Correct and True.

Signature: X [redacted]

Arrest Made? Yes ☐ No ☒ Miranda Warning Read? Yes ☐ No ☒ Page 1 of 2

SO – 03 – 42

iMessage
Today 4:39 PM

Eric it's Fetzer. Hey I know it's not a good thing to be messaging bc of my standing but I didn't want you to be blind sided man. The media has this story about the IT department and Rich but you were mentioned. Later man.

The sender is not in your contact list.
Report Junk

Donna Renberg

From: Jeremy Fetzer <jeremy.fetzer81@gmail.com>
Sent: Tuesday, January 2, 2018 10:48 PM
To: Donna Renberg
Cc: Don Fisher; adam@michelin4commish.org
Subject: Meeting

Donna,
Good evening. I was wondering if you had some time available in the next few weeks to sit down with myself and Mr. Michelin who is running for Osceola County Commissioner for district 4. Thank you.

Jeremy Fetzer

Sent from my iPad

8 12 Comments

Like Share

View 8 more comments

Tressa Kenna There is probably enough by now for a Class Action Suit if it's even possible. Between FMLA abuses, ADA, Age Discrimination, Gender Discrimination. Have a feeling things will come to a head very soon.

Like · 2w 2

Jeremy Fetzer Good idea tressa.

Like · 2w

Tressa Kenna Jeremy Fetzer thanks. 19 years for me gone.

Like · 2w

Jeremy Fetzer Wow. Let me guess... Donna Renberg strikes again.

Like · 2w

Tressa Kenna Jeremy Fetzer I don't think so. HR and probably an up and coming star.

Like · 2w

Tressa Kenna Jeremy Fetzer nope. My situation was unique.

Like · 2w

Jeremy Fetzer Well nothing happens with out Donna signing off on it. I know that for a fact.

Like · 2w

Tressa Kenna Jeremy Fetzer very unique but far from a coincidence.

Like · 2w

Jennifer Nelis And not to mention, she could have better grammar.

Like · 2w · Edited

Robert Secrest Move along peasants. . .

Like · 2w

Lisa Diaz Jeremy Fetzer am I missing something? I see nothing wrong with this reply from a Commissioner.

Like · 2w 2

Hide 25 Replies

Jeremy Fetzer Her response is to not meet with anyone because she has no responsibility when it comes to the management of the County which is untrue. Their job as Commissioners is to hold the County Manager accountable for major operational issues within the County... See More

Like · 2w

Lisa Diaz I am curious as to why you did not include the original message Commissioner Grieb is replying to?

Like · 2w 1

Robert Secrest I am curious why you are supporting Grieb's response?

Like · 2w

Jeremy Fetzer Lisa Diaz

Osceola Politics
Public Group

Shortcuts

Western MA, Its ALL FREE!
4 friends · 13,274 members

Prince Army
7,429 members

Suggested Pages

Shannon likes this.

Josh Thielen - TopFl
Finance Company

'OP FLITE FIN
Your Hometown
ortgage Solution"

Like Page

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INSTANT GAMES MORE

YOUR GAMES MORE

Juan A Garcia
Kenneth Rodriguez
Sammy Garcia
Jamie-Lynn Hamilton
Shannon O. Ortega
Felix Colon Jr. 2h
Puto Martinez 1d
José Garcia 16h
Marilyn Soto-Fuentes
Trixie LaUnica 1h

GROUP CONVERSATIONS

Robert, Christian

MORE CONTACTS

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Osceola Politics

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Shortcuts

Like · 2w

Jeremy Fetzer

Like · 2w

Jeremy Fetzer

Like · 2w

Jeremy Fetzer

Like · 2w

Jeremy Fetzer

Like · 2w

Jeremy Fetzer So Lisa that is all the email traffic Commissioners and the County Manager received which her email response shows her lack of effort to fulfill her duties as a a County Commissioner and is a prime example on why we need to elect of new Commissioner in District 4.

Like · 2w

INSTANT GAMES MORE

YOUR GAMES MORE

Juan A Garcia

Kenneth Rodriguez

Sammy Garcia

Jamie-Lynn Hamilton

Shannon O. Ortega

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GROUP CONVERSATIONS

Robert, Christian

MORE CONTACTS

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Osceola Politics

Public Group

Like · 2w

Richard Herring Jeremy Fetzer Have confidence you will file a letter with the proper authorities on the kick-backs.

Like · 2w

End of Results

Shortcuts

INSTANT GAMES MORE

YOUR GAMES MORE

Juan A Garcia

Kenneth Rodriguez

Sammy Garcia

Jamie-Lynn Hamilton

Shannon O. Ortega

Felix Colon Jr. 2h

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Trixie LaUnica 1h

GROUP CONVERSATIONS

Robert, Christian

MORE CONTACTS

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Osceola Politics
Public Group

Shortcuts

Like · 2w · Edited

Jeremy Fetzer Lisa Diaz annoying me? What is annoying me is our elected officials using our tax dollars to line their pockets and those of their campaign donors and then turning a blind eye to actually doing what we have elected them to do. That's just simple and I would think any taxpayer in Osceola would feel the same way unless they are on the take.

Like · 2w 1

Lisa Diaz Jeremy Fetzer, Our voices, and opinions are extremely powerful. I wish more citizens would reach out to our government officials and become more involved in local government. However, one of the quickest ways to find yourself at the back of a bureaucr... See More

Like · 2w · Edited 1

Jeremy Fetzer Lisa Diaz Or to be the biggest agent of change is to know the budget better than everyone and know exactly where they bury everything to keep the sun from shining on it then exposing the corrupt. And being great at social media too doesn't hurt.

Like · 2w

Jeremy Fetzer Oh yeah Support candidates who will unseat the corrupt ones, work fiercely to get them elected, and enjoy the day when the County Manager and his cohorts get fired. That too. I mean there is a million ways to peel and onion... an Orange smells too good and this situation stinks. So I agree Lisa, but I'll stick to my strategy.

Like · 2w 1

Richard Herring Jeremy Fetzer Is the Finace leadership corrupt?

Like · 2w

Jeremy Fetzer I would say they are incompetent to start. The comptroller Amanda Clavijo is 100 percent politically motivated.

Like · 2w

Richard Herring Jeremy Fetzer You state commissioners are using tax dollars to line their pockets? How?

Like · 2w

Jeremy Fetzer Brandon Arrington votes to fund and also increase Experience kissimmee budget which includes a grant from the BOCC to osceola arts and gets a substantial pay increase as their director. Next he votes to give grant money to multiple non profits to which... See More

Like · 2w · Edited

Richard Herring You stated commissioners? A friend has been reading the blog and told me he has never seen one with so many comments on how many commissioners are on the take in Osceola for a vote.

Like · 2w

Jeremy Fetzer Well Domingo and his father in law Tommy give Janer over $9k and she appoints domingo to the Toho Board? And his experience in Water or Utility Service management? None as far as ive seen.

Like · 2w

Jeremy Fetzer Cheryl in her own words said she votes to ensure there is adequate housing available for her to sell and increase her personal net worth.

Like · 2w

Jeremy Fetzer Fred's networth increased from $345k to $1.4M in one year.

Like · 2w

Jeremy Fetzer Just alot going on to not be asking questions. Then all these developments being approved and all of the commissioners receiving campaign donations from said developers. Then developers get substantial mobility fee credits which were suppose to be used to help fund road projects due to developments impacts to roadways. Richard Herring its not rocket science.

Like · 2w 1

INSTANT GAMES MORE

YOUR GAMES MORE

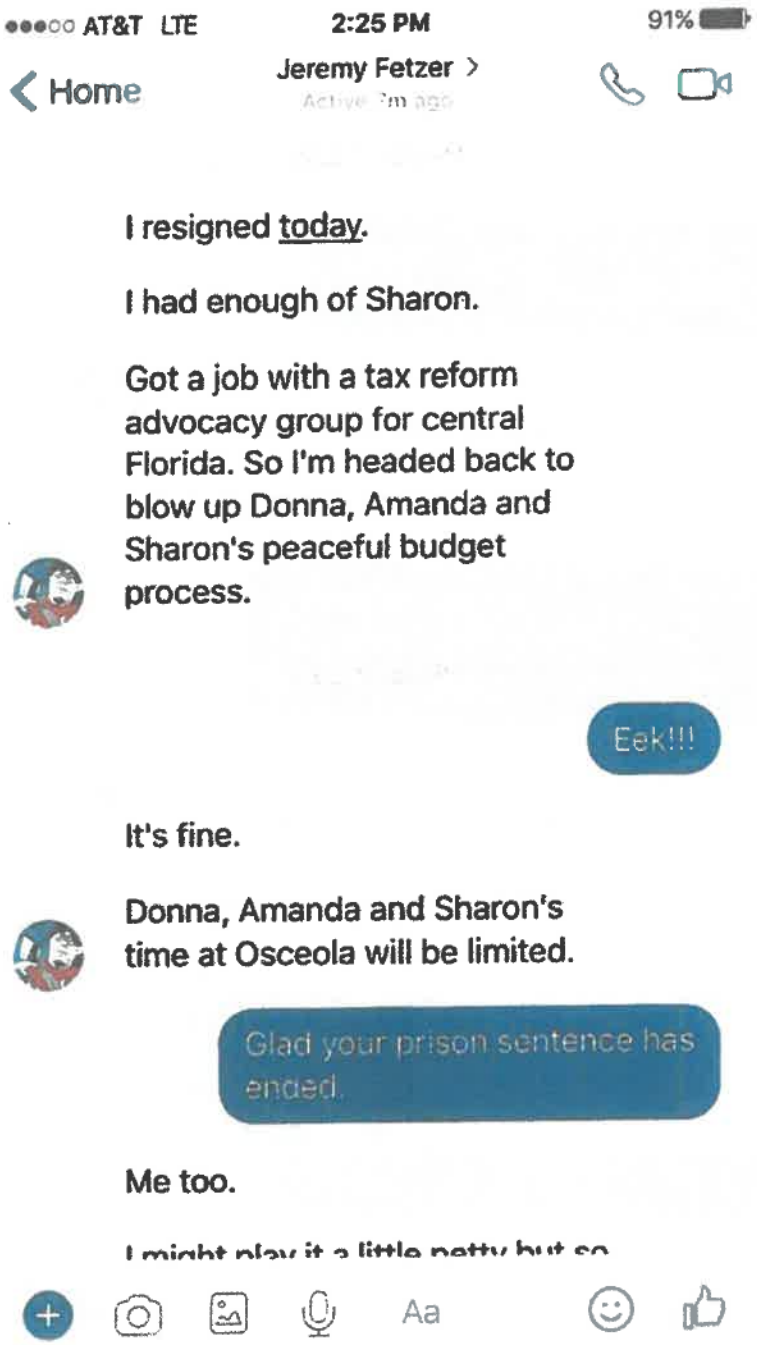
Juan A Garcia
Kenneth Rodriguez
Sammy Garcia
Jamie-Lynn Hamilton
Shannon O. Ortega
Felix Colon Jr. 2h
Pulo Martinez 1d
José Garcia 16h
Marilyn Soto-Fuentes
Trixie LaUnica 1h

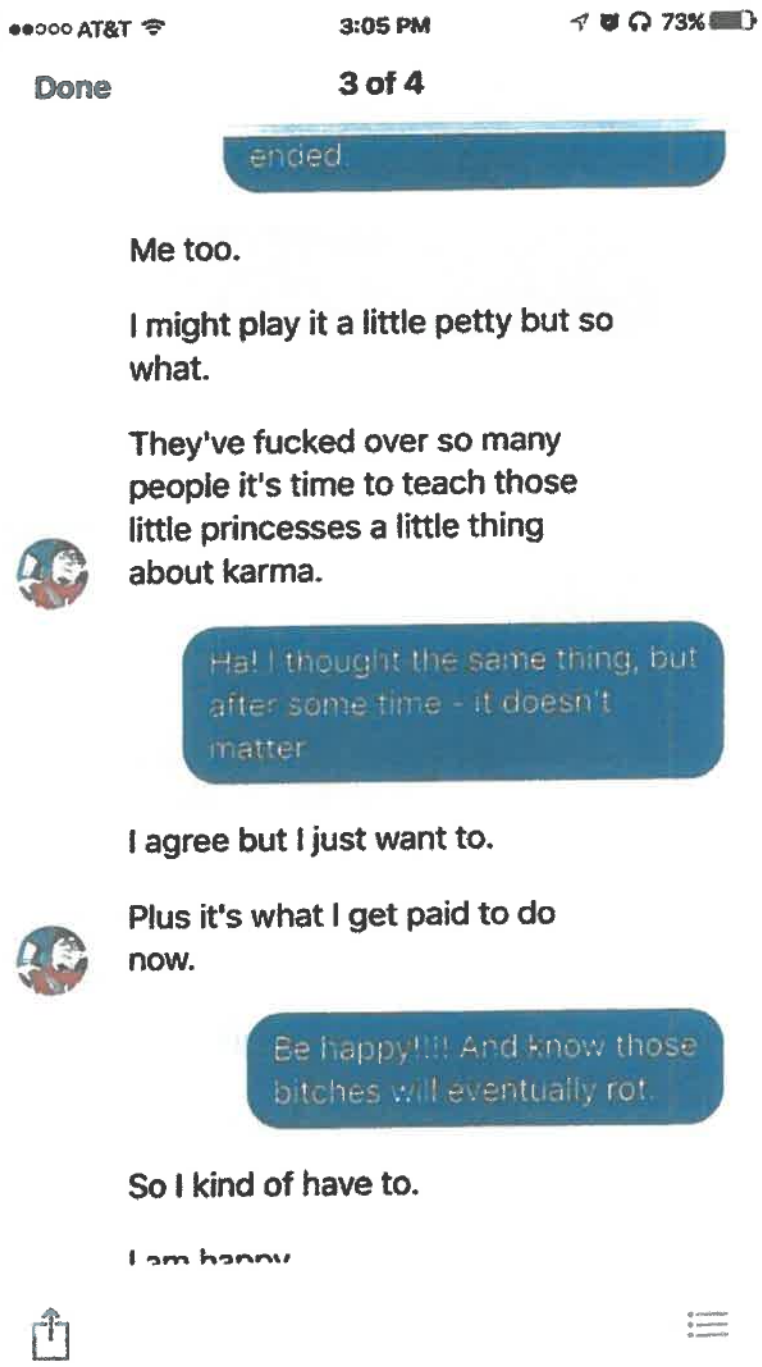
GROUP CONVERSATIONS

Robert, Christian

MORE CONTACTS

These contacts can't see you on chat. Edit


●●●○○ AT&T LTE
2:25 PM
91%
Home
Jeremy Fetzer >
I resigned today.
I had enough of Sharon.
Got a job with a tax reform advocacy group for central Florida. So I'm headed back to blow up Donna, Amanda and Sharon's peaceful budget process.
Eek!!!
It's fine.
Donna, Amanda and Sharon's time at Osceola will be limited.
Glad your prison sentence has ended.
Me too.
Aa


●●○○○ AT&T
3:05 PM
73%
Done
3 of 4
ended.
Me too.
I might play it a little petty but so what.
They've fucked over so many people it's time to teach those little princesses a little thing about karma.
Ha! I thought the same thing, but after some time - it doesn't matter
I agree but I just want to.
Plus it's what I get paid to do now.
Be happy!!!! And know those bitches will eventually rot.
So I kind of have to.
I am happy

[redacted]

From: +14076558651@tmomail.net
Sent: Wednesday, August 23, 2017 12:17 PM
To: [redacted]
Attachments: text_0.txt

Hey [redacted], happy thursday. Question have you texted Rashad or gave him a call at the hospital since you are the reason why he had a heart attack. I mean a good

T··Mobile··

This message was sent to you by a T-Mobile wireless phone.

[redacted]

From: +14076558651@tmomail.net
Sent: Wednesday, August 23, 2017 12:17 PM
To: [redacted]
Attachments: text_0.txt

leader would check on their people.

T-Mobile

This message was sent to you by a T-Mobile wireless phone.

To: "jeremy.fetzer81" <jeremy.fetzer81@gmail.com>
Subject: Re: Fwd: Please Help

Thank you, we are grateful for your assistance. Please understand our need to remain anonymous. Sr leadership can be vindictive and we fear repercussions...

On Fri, Dec 29, 2017 at 5:41 AM, jeremy.fetzer81 <jeremy.fetzer81@gmail.com> wrote:
I have a meeting next week with Commissioner Choudey and will relay this email to her and some candidates running for County Commission as well.

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: john Unkn <johnunkn14@gmail.com>
Date: 12/28/17 6:40 PM (GMT-05:00)
To: Jeremy.fetzer81@gmail.com
Subject: Fwd: Please Help

Thank you Jeremy. We just want to make sure this is brought to their attention. We are not sure they are receiving it.

---------- Forwarded message ----------
From: **john Unkn** <johnunkn14@gmail.com>
Date: Fri, Dec 8, 2017 at 2:24 AM
Subject: Please Help
To: Peggy.Choudhry@osceola.org, dfis@osceola.org, Don.Fisher@osceola.org

Mr. Fisher/Commissioner Choudry,

We need your help. Our Sr management Rich and Dave created a negative and punitive environment within the IT department that initiated a "mass exodus". Over 7 team members resigned over the past two months, four in the last 30 days. Their micro management, negative, and vindictive attitudes are contributors to whats happening here. We lost faith in their ability to lead this department. Please review the Glassdoor posts below and you will get a better idea of what is going on here. Thats the only voice we have... I attached the most recent one below.

We believe the both of you are a reputable leaders with principles and know you will do the right thing. We also know there is a lot that happens that is filtered before it gets to you...hint...hint...

p.s. Are you aware we did not get a pay adjustment in October? Are you aware our evaluations are nothing like you told us...They are super long and not attainable. Mr. Fisher, Sr management modified your vision of the quarterly evals... Sorry about being anonymous but we must keep it this way out of fear of retaliation. We have no where else to turn... Please help.

https://www.glassdoor.com/Reviews/Osceola-County-Government-Florida-Reviews-E192394.htm?

Donna Renberg

From:	Jeremy Fetzer <jeremy.fetzer81@gmail.com>
Sent:	Tuesday, January 2, 2018 10:33 PM
To:	Don Fisher; Donna Renberg; Beth Knight; Peggy Choudhry; Fred Hawkins Jr.; Cheryl Grieb; Brandon Arrington; Viviana Janer; Wanda Rentas; adam@michelin4commish.org; Stephanie Bechara; chairman@osceolarepublicans.org; tammyceleste@hotmail.com; Marcosdiegomarrero@hotmail.com
Cc:	Richard Van Natta; Richard Van Natta; Amanda Clavijo
Subject:	Fwd: Please Help

Don,
Good evening and happy Tuesday. First and foremost, the email below was sent to me anonymously by what appears to be current Osceola employees. This issue directly reflects the leadership of Assistant County Manager Donna Renberg and the culture of fear and incompetence she has instilled within the department's under her supervision. First, Richard Van Atta, the IT Director has a GED with zero leadership and executive level type certification or education. He was previously reprimanded for threatening to stab an employee with a knife and surprisingly was able to promote to his current position as Director even though he doesn't meet the minimum educational background to hold such a position. Additionally because of his lack of experience and leadership ability he has created a culture of fear and negativity within his department. His leadership has also allowed favoritism and a good ole boy club culture to be not only visible but operationally impact the day to day functions of the County's IT department. I would like to know what actions are going to be taken to address these concerns and honestly answer how Richard was even able to promote to this type of position with his lack of education and his negative past performance. Again, this is a direct result of ACM Donna Renberg's leadership which not only has issues with Richard Van Atta but also the promotion of Amanda Clavijo to County Comptroller. Amanda has zero financial management background, zero accounting experience, zero treasury management background, zero financial auditing background, and does not hold a CPA or GFOA certification but is responsible for the financial management of $1.1 Billion in revenue and expenditures.

Please note these are serious allegations and I still haven't received back a response from my email in regards to the Finance Manager and Comptroller's falsification of bank reconciliation documents for Internal Service Fund accounts in Fund 504 which I sent you a few months back.

Again, I look forward to your response and game plan to address these serious issues within 1 Courthouse Square. I know you are spending a majority of your time on the NeoCity/Bridg project but I think as a government employee who earns a substantial salary funded by the taxpayers, it's time to start providing a little leadership and oversight to what's going on at the County especially the ACM's departments.

Thank you.

Jeremy Fetzer

Sent from my iPad

Begin forwarded message:

> **From:** john Unkn <johnunkn14@gmail.com>
> **Date:** December 29, 2017 at 5:27:06 AM EST

Donna Renberg

From: Don Fisher
Sent: Monday, September 25, 2017 10:26 AM
To: 'Jeremy Fetzer'
Cc: Donna Renberg; Beth Knight; Brandon Arrington; Fred Hawkins Jr.; Cheryl Grieb; Viviana Janer; peggy choudhry; Amanda Clavijo; Sharon Chauharjasingh; Wanda Rentas
Subject: RE: FY18 - FY22 5 YR CIP Adopted

No problem. Of course you were able to see the CIP through the agenda item, but regardless, there is not a State Statute that applies to a timeframe for posting the CIP. However, we always post the CIP on the website and if it is not yet posted it will be soon.

Thanks for your interest.

Don

From: Jeremy Fetzer [mailto:jeremy.fetzer81@gmail.com]
Sent: Friday, September 22, 2017 7:04 PM
To: Don Fisher <Don.Fisher@osceola.org>
Cc: Donna Renberg <Donna.Renberg@osceola.org>; Beth Knight <Beth.Knight@osceola.org>; Brandon Arrington <Brandon.Arrington@osceola.org>; Fred Hawkins Jr. <Fred.HawkinsJr@osceola.org>; Cheryl Grieb <Cheryl.Grieb@OSCEOLA.ORG>; Viviana Janer <Viviana.Janer@OSCEOLA.ORG>; peggy choudhry <peggychoudhry@gmail.com>; Amanda Clavijo <Amanda.Clavijo@OSCEOLA.ORG>; Sharon Chauharjasingh <Sharon.Chauharjasingh@osceola.org>; Wanda Rentas <wrconfident@hotmail.com>
Subject: Re: FY18 - FY22 5 YR CIP Adopted

Sorry, I see the 5 YR CIP was approved by the Board on Sept. 7th but the approved Resolution and 5 YR CIP has not been posted to the County website. Which I have attached the screen shot of the website for our records. I'm just trying to see if this is in violation of State Statute in regards to posting this publicly.

Thank you all for any updates.

On Fri, Sep 22, 2017 at 6:42 PM, Jeremy Fetzer <jeremy.fetzer81@gmail.com> wrote:

Don,
Good evening and Happy Friday! I am emailing in regards to not finding the adopted resolution or 5 YR CIP (FY18 -FY22) being posted to the County's Website. I see the the millage rates and the adopted budget but nothing in regards to the 5 YR CIP.

Hopefully this is an oversight by staff but I believe these items are required to be posted within 24 hours of passage or is this still a pending item for the Board to vote on.

Thank you for any information you can give me.

Have a great weekend!

Sincerely,

Donna Renberg

From: Don Fisher
Sent: Monday, August 14, 2017 1:34 PM
To: Donna Renberg
Subject: Fwd: Formal Complaint

Sent from my iPad

Begin forwarded message:

From: Jeremy Fetzer <jeremy.fetzer81@gmail.com>
Date: August 13, 2017 at 11:14:20 PM EDT
To: <don.fisher@osceola.org>
Cc: <Peggy.Choudhry@osceola.org>, <Brandon.Arrington@osceola.org>, <Fred.HawkinsJr@osceola.org>, <Viviana.Janer@osceola.org>, <Cheryl.Grieb@osceola.org>, <Horace.Nwachukwu@osceola.org>, <stephanie.bechara@mynews13.com>
Subject: Formal Complaint

Don,
Good evening and Happy Sunday evening Sir!

I wanted to email you to make a formal complaint and request an investigation and audit by the County Auditor and an independent external auditor conduct into the County Comptroller office due to falsification of government records.

It has come to my attention that the Cigna Medical and Dental Claims Journal entries from October 2016 thru March 2017 were drastically behind due to unqualified staff being unable to complete their workload and no oversight from their direct supervisor. I have a formal witness who made a statement that our new Comptroller, Assistant Comptroller and Finance Manager ordered staff to falsify Citibank Reconciliation Dates for General Ledger Account 5040000000-1011504 by back dating the monthly reconciliations for October 2016, November 2016, December 2016, January 2016 and February 2017.

According to the Finance Code these reconciliations are due 10 days after the preceding month but were severely behind because of the unqualified staff and miss management of this section by Carmen Crespo the Finance Manager. Due to these account reconciliations being

Jeremy Fetzer created a poll in **Osceola Politics.** ···

[redacted]

Do you think changing/falsifying County Bank Reconciliation documents is a major issue?

Yes

Are freaking kidding me?

No

Like Share

Be the first person to like this.

Tabitha Mum Rubin
Did this happen? Or is this a rhetorical question?

Jeremy Fetzer
This happened.

Tabitha Mum Rubin
All I can say is, wow. Why am I not surprised?

so far behind, Ms. Crespo assigned Jonathan Martin an Accountant 1 to complete these past due reconciliations. On March 22, 2017, Jonathan completed these bank reconciliations and went to post these items to the General Ledger with the current date when Amanda Clavijo, Comptroller, Zoraida Cruz, Assistant Comptroller, and Carmen Crespo, Finance Manager instructed Jonathan to change the dates to the end of each individual months to ensure there would be no identified findings from both the County's internal and external auditors.

Based upon this I am requesting a full audit and investigation into the Comptroller and her office. I am also requesting an investigation into Amanda Clavijo's hiring as the Comptroller as she has is not a Certified Public Accountant (CPA) nor a Certified Government Financial Officer (CGFO) and she does not have the education background or experience in accounting, finance, treasury management, banking, payroll, accounts payable or accounts receivable. Based upon her application for this position she did not meet the minimum qualifications to be selected for an interview.

Additionally I am asking for an investigation into her management team, their qualification and their operational processes based upon these actions.

Thank you and have a great day!

Sincerely,

Jeremy Fetzer

Jeremy Fetzer, please produce those documents here as proof

Jeremy Fetzer

[redacted]

Jeremy Fetzer
The account is actually from Fund 504 not Fund 501.

To sum it up, the person writing this complaint, a former Accountant 1 did the reconciliations past the allotted time frame for Dec 2016, January 2017 and Feb 2017 for this Citibank account. Instead each month being done on time they were all done in March 2017 but back dated to their respective months as completed to avoid a "FINDING" for both an internal and external audit. This may be small but this is just scratching the surface of what goes on under the new Comptroller Amanda Clavijo who is unqualified and the Finance Manager Carmen Crespo who is also unqualified.

Tom Long
Jeremy Fetzer, since you have determined the law has been violated, will you file charges with the state attorney's office?

Jeremy Fetzer
I've notified proper authorities and also county administration to include the auditor.

Jeremy Fetzer
I have concluded that documents have been falsified Tom. The proper authorities will determine what you have stated. I was just

give the information to?

Jeremy Fetzer
Do you not read the string in the post **Richard Herring**. You just come off as a guy trying to protect sleeze bags who are responsible for the current mess our County is in. **#justsaying**

Tom Long
Then turn it over to the state. It is only a phone call

Richard Herring
This seems to be a employee to employee dispute.

Jeremy Fetzer
No Richard government documents were falsified. That's not an employee to employee dispute. Most of his message had to deal with other things but the falsification is an actual violation. Unless you condone this type of operational behavior.

enforcement agency you have requested an criminal investigation.

Jeremy Fetzer
Richard Herring i am under no obligation to tip off your highly ethical buddies at the County.

Jeremy Fetzer
Richard Herring again protecting the people who do wrong and waste our tax dollars. Plus again you don't live here or pay taxes here or have any other stake but doing the bidding of your highly ethical friends.

Robin Gentile Johnson
Wow. Our County is a sad place to live.

Richard Öhler
From the document you posted, it seems like the bank reconciliation timeline is a county policy, not a law. Short of reporting and audit deadlines, I can't imagine the state or Feds having a vested interest in when accounts are reconciled.

Richard Oller

From the document you posted, it seems like the bank reconciliation timeline is a county policy, not a law. Short of reporting and audit deadlines, I can't imagine the state or Feds having a vested interest in when accounts are reconciled.

I also didn't see where it said they were falsifying the dates on the reconciliation. The entries should be dated on their actual transaction date - which appears to be the problem she's having reconciling. Any changes should be posted up in the audit log.

Jeremy Fetzer

Richard if you would request the IF AS Journal Entry to see the individual posting dates of the entries vs the date of the actual Journal Entry posting plus the back up documents would be show the false documents. It's the paragraph where the individual asks for the audit request. I know you don't work in government so it might be a little complicated for you.

Jeremy Fetzer

Richard you are right that isn't the issue but

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Tressa Kenna Sort By Posted By Tagged Location

Jeremy Fetzer
January 4 at 1:32pm

So it concerns me that Commissioner Cheryl Greed, I mean Cheryl Grieb sent me this reply. Does she not understand her job is to listen to constituents, especially when it comes to County Administration issues and to hold the County Manager accountable for the action of his managers and directors. That is what your job is Commissioner to oversee the County Manager and you and the other commissioners have enabled and empowered our rogue County Manager to believe he and his staff are above the law. Again, Commissioner Grieb you think you are suppose to be hands off when you have a complaint about an environment of fear and intimidation by multiple current and former employees? So you have no responsibility for oversight when it comes to how the County Manager conducts we the people's business? I think this is a prime example why in 2018 Osceola County needs a new Commissioner for District 4. Plus her comment that because she is a realtor her job is to continue to approve developments so she can increase her personal net worth. #justsaying #fail #bridgtonowhere

Sprint 1:25 PM

All Inboxes **2 Messages** Meeting

Cheryl Grieb
To: [redacted] Cc: [redacted] Details

Mr. Fetzer,

As commissioners, we do not get involved in employee issues as we hire a county manager to handle the day to day operations and management. I am happy to forward any specific concerns to the county manager for him to address.

Thank you.

Cheryl

Sent from my iPhone

On Jan 2, 2018, at 10:44 PM, Jeremy Fetzer [redacted] wrote:

MEMBERS

DESCRIPTION

This group is dedicated to inform registered Vot... See More

CREATE NEW GROUPS

Groups make it easier than ever to share with friends, family and teammates.

RECENT GROUP PHOTOS

Suggested Groups

Chuluota / East Seminole Florid
32766
3,528 members

Boricuas que extrañamos la isla
3 friends · 118,754 members

AQUI SI SE GOZA. PRIII

INSTANT GAMES MORE

YOUR GAMES MORE

Juan A Garcia

Kenneth Rodriguez

Sammy Garcia

Jamie-Lynn Hamilton

Shannon O. Ortega

Felix Colon Jr. 2h

Puto Martinez 1d

José Garcia 16h

Marilyn Soto-Fuentes

Trixie LaUnica 1h

GROUP CONVERSATIONS

Robert, Christian

MORE CONTACTS

These contacts can't see you on chat. Edit

Search

Richard Herring ▸ **Osceola Politics**
July 11, 2017 at 8:42am ·

Comm Janers 2016 Financial Statement with Ethics Commission shows her net worth is $19,914.00. Her employment is from her county commission office,$73,435.

4 17 Comments

Robert Walker Richard Herring The County Manager and the Human Resources department are there to protect managers not employees. That is a direct quote from **Maria** Colon the HR Director.

Richard Herring ▸ **Osceola Politics**
January 2 at 1:17pm ·

2018 Campaigns Are Off And Running!!!!!

5

8 Comments

Jeremy **Fetzer** We need to get Viviana Janer for Osceola and Cheryl Grieb replaced in 2018 so the BOCC can finally fire Don Fisher, Beth Knight and Donna Renberg. Plus a few department directors.

OSCEOLA COUNTY SHERIFF'S OFFICE

STATEMENT

Please fill out in full detail

Date of Statement	Month: 2	Day: 6	Year: 2018	Time: 7410	Case #: T8T012122
Offense:	INV.				
Date of Offense	Month:	Day:	Year: [redacted]		middle: JEREMY
Location of Offense:	1 COURTHOUSE SQ, SUITE 2100, KISS FL 34741				Zone: 53K

Code						
O	NAME (Last, First, Middle) [redacted]	Age 44	DOB 7-3-74	Race H	Sex F	
	ADDRESS Res.			Zip	Phone	
	ADDRESS Bus. 1 COURTHOUSE SQ, SUITE 2100, KISS FL			Zip 34741	Phone 407-742-1745	
D.L. #:	State:	Other ID (Specify # and Type):				

I, [redacted] do hereby voluntarily make the following statement without threat, coercion, offer of benefit or favor by any persons whomsoever.

IN MEDIA POSTS, MR. FETZER HAS NAMED ME PERSONALLY IN AN OPINION OF COMPETENCY. HE ALSO SUBMITTED A WRITTEN COMPLAINT IN FORM OF AN EMAIL TO THE COMMISSIONERS COUNTY MANAGER, DEPUTY COUNTY MANAGER AND ASSISTANT COUNTY MANAGER IN AN ACCUSATORY MANNER OF WORK PRODUCT AND INSTRUCTIONS TO A PREVIOUS EMPLOYEE. MORE CONCERNING IS HIS FACEBOOK FRIEND REQUEST TO ME PERSONALLY AT 3AM. HE HAS ALSO APPEARED ON MY LINKED IN ACCOUNT WHICH I PROACTIVELY BLOCKED HIM FROM ALL SOCIAL MEDIA. MY PERSONNEL FILE WAS REQUESTED AND SUBMITTED TO A RUNNING CANDIDATE, WHICH HAS MY PERSONAL RESIDENTIAL ADDRESS AND IS OF CONCERN TO ME.

~ List stolen items separately (with values) in body of statement. ~

Total Value of Property Stolen/Damaged	$	I will testify in court.	Initial:
I have received the Victim's Rights package.	Initial:	I will prosecute criminally.	Initial:

Sworn to and Subscribed Before Me, This 6 Day of FEBRUARY, 2018.

Deputy Sheriff ☒ Notary Public ☐

Personally Known ☐

Produced Identification ☐ Type: [redacted]

I Swear/Affirm the Above and/or Attached Statements are Correct and True.

Signature: [redacted]

Arrest Made? Yes ☐ No ☒ | Miranda Warning Read? Yes ☐ No ☒ | Page 1 of 1

SO – 03 – 42

OSCEOLA COUNTY SHERIFF'S OFFICE

CONTINUATION STATEMENT

Please fill out in full detail

Case #: 18T012122

Code:	NAME (Last, First, Middle) [redacted]	Age	DOB 10-8-80	Race W	Sex F
	ADDRESS Res. 1 Courthouse Sq	Zip		Phone	
	ADDRESS Bus. [redacted]	Zip		Phone	

Jeremy would post back and forth with this fake persona.

An employee also showed text messages between him and a former County employee where he stated myself, Danny Penberg and Shawn Chamberlain, city with the County are numbered and he was going to blow up the pending budget process.

I feel harassed by him and that his statements and actions are libel, damaging my reputation.

His unstable behavior, consistent attacks, verbal statements he made to be aware that his guns and background make me feel unsafe. I am concerned about what he may do.

~ List stolen items separately (with values) in body of statement. ~

Sworn To and Subscribed Before Me, This 6th Day of February, 2018

[redacted]

Deputy Sheriff / Notary Public

Personally Known ☐

Produced Identification ☐ Type: _____

I Swear/Affirm the Above and/or Attached Statements are Correct and True.

Signature: X [redacted]

Page 2 of 2

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State Attorney's Office

OSCEOLA COUNTY SHERIFF'S OFFICE

CONTINUATION STATEMENT

Please fill out in full detail

Case #: 18T012172

Code:	NAME (Last, First, Middle) [redacted]	Age	DOB 10-8-80	Race W	Sex F
	ADDRESS Res. 1 Courthouse Sq	Zip	Phone		
	ADDRESS Bus. [redacted]	Zip	Phone		

Jeremy Wild post bail and form with my fake persona

An employee also shared text messages between him and a former County employee where he stated myself, Dana Bembry and Shawn Chauncey with, City is in the County are numbered and he was going to blow up the peaceful protest

I feel harassed by him and that his statements and actions are libel, damaging my reputation.

His unstable behavior, consistent attacks, verbal statements he made to be directly that his guns and bulletproof make me feel unsafe. I am concerned about what he may do.

~ List stolen items separately (with values) in body of statement. ~

Sworn To and Subscribed Before Me, This 6th Day of February, 20 18

[redacted]

Deputy Sheriff [redacted] Notary Public [redacted]

Personally Known ☐

Produced Identification ☐ Type: _____

I Swear/Affirm the Above and/or Attached Statements are Correct and True.

Signature: X [redacted]

Page 2 of 2

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State Attorney's Office

OSCEOLA COUNTY SHERIFF'S OFFICE

STATEMENT

Please fill out in full detail

Date of Statement	Month: 2	Day: 6	Year: 2018	Time: 7410	
Offense:	Inv.			Case #:	T8T012622
Date of Offense	Month:	Day:	Year: [redacted]	Name (Last, First, Middle):	[redacted] JEREMY
Location of Offense:	1 COURTHOUSE SQ, SUITE 2100, KISS FL 34741				Zone: 53K

Code:							
O	NAME (Last, First, Middle) [redacted]			Age 44	DOB 7-3-74	Race H	Sex F
	ADDRESS Res.			Zip		Phone	
	ADDRESS Bus.	1 COURTHOUSE SQ, SUITE 2100, KISS FL		Zip 34741		Phone 407-742-174[illegible]	
D.L. #:		State:	Other ID (Specify # and Type):				

I, [redacted] do hereby voluntarily make the following statement without threat, coercion, offer of benefit or favor by any persons whomsoever.

IN MEDIA POSTS, MR. FETZER HAS NAMED ME PERSONALLY IN AN OPINION OF COMPETENCY. HE ALSO SUBMITTED A WRITTEN COMPLAINT IN FORM OF AN EMAIL TO THE COMMISSIONERS COUNTY MANAGER, DEPUTY COUNTY MANAGER AND ASSISTANT COUNTY MANAGER IN AN ACCUSATORY MANNER OF WORK PRODUCT AND INSTRUCTIONS TO A PREVIOUS EMPLOYEE. MORE CONCERNING IS HIS FACEBOOK FRIEND REQUEST TO ME PERSONALLY AT 3AM. HE HAS ALSO APPEARED ON MY LINKEDIN ACCOUNT WHICH I PROACTIVELY BLOCKED HIM FROM ALL SOCIAL MEDIA. MY PERSONNEL FILE WAS REQUESTED AND SUBMITTED TO A RUNNING CANDIDATE, WHICH HAS MY PERSONAL RESIDENTIAL ADDRESS AND IS OF CONCERN TO ME.

~ List stolen items separately (with values) in body of statement. ~

Total Value of Property Stolen/Damaged	$	I will testify in court.	Initial:
I have received the Victim's Rights package.	Initial:	I will prosecute criminally.	Initial:

Sworn To and Subscribed Before Me, This 6 Day of FEBRUARY, 2018.

Deputy Sheriff ☒ Notary Public ☐

Personally Known ☐

Produced Identification ☐ Type: [redacted]

I Swear/Affirm the Above and/or Attached Statements are Correct and True.

Signature: [redacted]

Arrest Made? Yes ☐ No ☒ | Miranda Warning Read? Yes ☐ No ☒ | Page 1 of 1

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OSCEOLA COUNTY
SHERIFF'S OFFICE

STATEMENT
Please fill out in full detail

Date of Statement	Month: 2	Day: 6	Year: 2018	Time: 2PM
Offense:	INV.			

Case #: 18IO12122

Date of Offense	Month: 7	Day: 6	Year: 2017	Time:

Suspect (last, first, middle): Jeremy Fetzer

Location of Offense: 1 Courthouse Square Kissimmee FL 34741 Zone: 53K

Code: O

NAME (Last, First, Middle): [redacted] Age: [redacted] DOB: 5/12/61 Race: B Sex: F

ADDRESS Res.: [redacted] Zip: [redacted] Phone: [redacted]

ADDRESS Bus.: 1 Courthouse Sq Kissimmee FL Zip: 34741 Phone: 407-742-1805

D.L. #: [redacted] State: [redacted] Other ID (Specify # and Type): [redacted]

I, [redacted] do hereby voluntarily make the following statement without threat, coercion, offer of benefit or favor by any persons whomsoever.

Jeremy Fetzer was my employee until he resigned in 2017. My first direct incident was through a text message on my personal phone. He accused me of causing an employee of mine to have an heart attack and said my good manager would have called the employee in the hospital. The employee actually had stress unrelated to me. Since then Jeremy has posted on a blog calling me out as incompetent, hiding Government information and threatened to blow up the "Budget Process" and I am responsible for the adoption of the County Budget. I continue to be a direct target of his, as I am in the Budget Office, so he continues to call me out in his blog.

~ List stolen items separately (with values) in body of statement. ~

Total Value of Property Stolen/Damaged	$	I will testify in court.	Initial:
I have received the Victim's Rights package.	Initial:	I will prosecute criminally.	Initial:

Sworn To and Subscribed Before Me, This 6TH Day of FEBRUARY, 20 18.

Deputy Sheriff ☒ Notary Public ☐

Personally Known ☒

Produced Identification ☐ *Type:* _____

I Swear/Affirm the Above and/or Attached Statements are Correct and True.

Signature: [redacted]

Arrest Made? Yes ☐ No ☒ Miranda Warning Read? Yes ☐ No ☒ Page 1 of 1

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OSCEOLA COUNTY SHERIFF'S OFFICE

STATEMENT

Please fill out in full detail

Date of Statement	Month: 02	Day: 06	Year: 2018	Time: 1200
Offense:	Written Accusation INV.			
Date of Offense	Month:	Day:	Year:	Time:

Case #: 18012122

Suspect (last, first, middle): Jeremy Fitzer

Location of Offense: Courthouse Square, Suite 2100, Kissimmee FL Zone: 53K

Code: C

NAME (Last, First, Middle): [redacted] Age: 43 DOB: 11/04/74 Race: H Sex: M

ADDRESS Res: ~~[redacted]~~ Courthouse Square Suite 2100 Zip: 34741 Phone: 407-742-1726

ADDRESS Bus. Zip: Phone:

D.L. #: State: FL Other ID (Specify # and Type):

I, [redacted] do hereby voluntarily make the following statement without threat, coercion, offer of benefit or favor by any persons whomsoever.

Written correspondence sent to County Managers and Comissioners with false accusations of falsifying goverment documents.

~ List stolen items separately (with values) in body of statement. ~

Total Value of Property Stolen/Damaged	$	I will testify in court.	Initial:
I have received the Victim's Rights package.	Initial:	I will prosecute criminally.	Initial:

Sworn To and Subscribed Before Me, This 02 Day of February, 2018.

Deputy Sheriff / Notary Public

Personally Known ☒

Produced Identification ☐ Type:

I Swear/Affirm the Above and/or Attached Statements are Correct and True.

Signature:

Arrest Made? Yes ☐ No ☒ | Miranda Warning Read? Yes ☐ No ☐ | Page 1 of 1

SO – 03 – 42

Positive Osceola County
4d

4 YR OLD GIRL LIFE FLIGHTED IN TROLLEY ACCIDENT IN KISSIMMEE...

(Story Updated) Friday, October 27, 2023 in historic downtown Kissimmee's "Boo On Broadway" ended with a tragic event that left 6 kids hit by a Trolley owned and operated by 3 Sisters Speakeasy.

One victim, a 4 year old girl was life flighted to Winnie Palmer Children's Hospital where she had emergency surgery to ensure brain swelling was minimized. The girl additionally had a broken pelvis and other severe injuries.

Allegedly, the vehicle was left running when unsupervised passengers hit the gear shifter placing the vehicle in motion causing the vehicle to crossover the median on Broadway adjacent to Dakin Ave hitting multiple kids in its pathway until the trolley collided with a light pole outside of Miguelo's UltraLounge.

The incident is under investigation by Kissimmee Police Department and the city fire Department.

Stay tuned for story updates...

#osceolanews #KissimmeeNews #positivelyosceola #trafficaccident #olgacarino

Positive Osceola County
6d

ELECTRIC TROLLEY HITS 6 CHILDREN...

Friday, October 27, 2023, was the city of Kissimmee's annual "Boo On Broadway" which brought over 10,000 kids and families to Historic Downtown Kissimmee for trick or treating and live entertainment.

During the event, an electric Trolley Cart (picture below) was parked and running outside 3 Sisters Speakeasy when the cart was accidentally pushed into reverse by unsupervised passengers.

From witnesses at the scene and statements from the Kissimmee police department, the trolley struck 6 children causing injuries to include one child being life flighted for precautionary measures due to the nature of the child's injury.

Kissimmee Police Department is still investigating the incident.

Stay tuned for updates.

Link to WFTV Story: https://www.wftv.com/...[illegible]

#KissimmeeNews #OsceolaNews #PositivelyOsceola #CarinoKissimmee #trafficaccident

Jeremy Fetzer controls four Political Committees. All of them designed to deceive. These "committees" are completely controlled by Fetzer. He is the Chairperson, Treasurer and Registered agent for each. They do not represent any groups or organizations. The Committees are used for negative mail, texts and Facebook posts and various dirty tricks.

People Over Politics is funded primarily by real estate interests from Orange County. See below.

Florida Back The Blue has no connection whatsoever with law enforcement. It is an attempt at "Stolen Valor" from police officers.

CFL Green Initiative Coalition is run by Fetzer alone and there is no Coalition. Fetzer uses the Committee as a ruse to make Republicans he opposes look liberal. Article attached explaining the dirty trick.

Disabled Veterans of Florida is another attempt at stolen valor. Fetzer alone controls the committee there are not multiple disabled veterans involved.

Search for Committee by Officer

[Committees]

Last Name: Fetzer Officer: Registered Agent

Containing Starting With Sounding Like RUN QUERY

Registered Agent	Officer City Committee City	Committee	Type Status
Fetzer , Jeremy	Orlando St. Cloud	CFL Green Initiative Coalition	PAC Active
Fetzer , Jeremy	Orlando Orlando	Disabled Veterans of Florida	PAC Active
Fetzer , Jeremy	Orlando St. Cloud	Florida Back The Blue	PAC Active
Fetzer , Jeremy	Kissimmee Orlando	People Over Politics - Florida	PAC Active

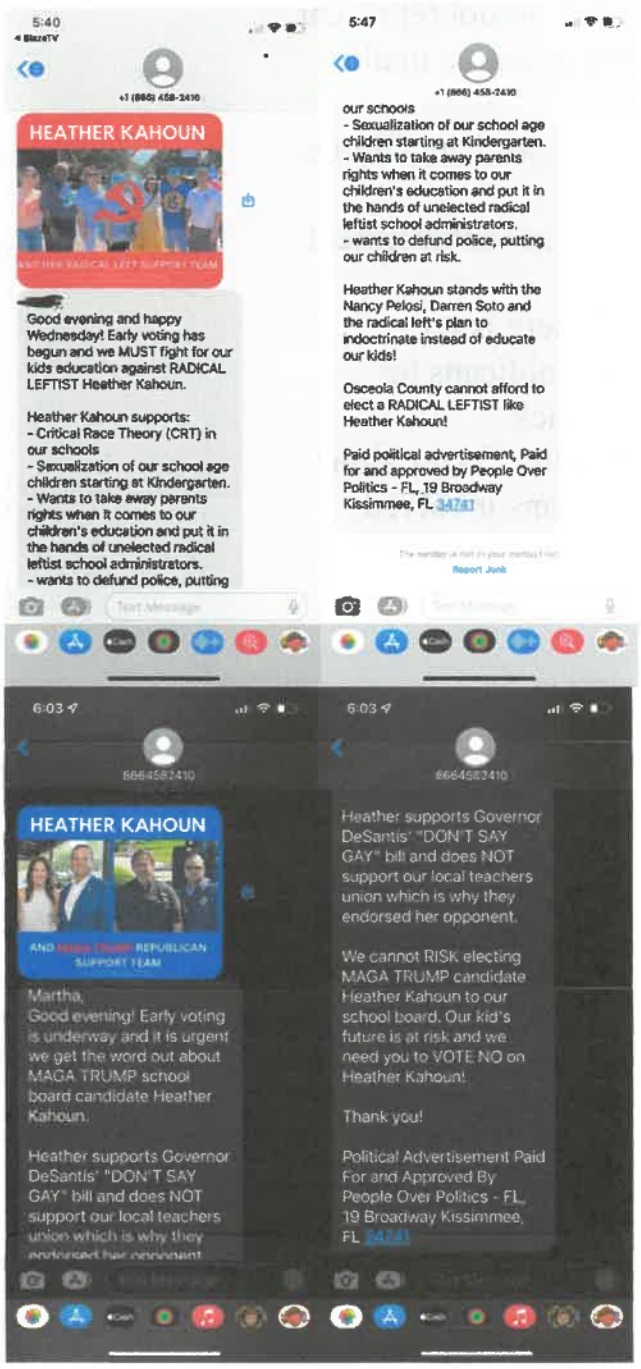
rida Division of Elections, Room 316, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Fl. 32399-0250, 850.245.6200

Florida Department of State
Division of Elections

Campaign Contributions

People Over Politics - Florida

Below is an example of Fetzer "Dirty Tricks." His committee sends a text to Republicans claiming a candidate is a radical liberal and then sends a text to Democrats claiming the same candidate is a right-wing Trump supporter. The address 19 Broadway, Kissimmee, FL 34741 is owned by Jackie Espinosa.



Jeremy Fetzer runs a Facebook page called "Positive Osceola County." The name is crafted to trick people into thinking it is the popular news outlet "Positively Osceola." One look and you will see there is very little "positive" contained there. Fetzer used this Facebook account to falsely link Olga Carino to a tragedy that occurred recently when several people were injured by a trolley at a Halloween event. Fetzer posted "stories" about the accident with a photo of the trolley adorned with a banner with Carino's name and photo on it. His post also used the hashtags #OlgaCarino #CarinoKissimmee to further link the false story to me. Olga Carino's banner was not on the trolley in the accident, and Ms. Carino had connection whatsoever to the incident. To use an accident that harmed children to harass a political opponent is despicable and illegal.

OSCEOLA COUNTY
SHERIFF'S OFFICE

STATEMENT

Please fill out in full detail

Date of Statement	Month: FEB	Day: 6	Year: 2018	Time: 1200
Offense:	INV.			
Date of Offense	Month:	Day:	Year:	Time:

Case #: 18I012122

Suspect (last, first, middle): Fetzer, Jeremy

Location of Offense: 1 COURTHOUSE SQUARE, SUITE 2200, KISSIMMEE FL — Zone: 53K

Code: 0

NAME (Last, First, Middle) [redacted]		Age 50	DOB 1-5-67	Race W	Sex M
ADDRESS Res. 1 COURTHOUSE SQUARE, SUITE 2200, KISS FL	Zip 34741	Phone 407-742-5611			
ADDRESS Bus.	Zip	Phone			

D.L. #: [redacted] State: Other ID (Specify # and Type): [redacted]

I, [redacted] do hereby voluntarily make the following statement without threat, coercion, offer of benefit or favor by any persons whomsoever. BY JEREMY FETZER

I HAVE BEEN THE TARGET OF FACEBOOK POSTS THAT ARE PUBLICLY ACCESSABLE, ACCUSING ME OF NOT BEING QUALIFIED FOR MY POSITION AND SUGGESTING I AM NOT COMPETANT TO SERVE IN MY CURRENT ROLE FOR OSCEOLA COUNTY. HE HAS ALSO MISREPRESENTED THE FACTS RELATED TO AN INCIDENT THAT OCCURRED AT WORK ABOUT 16 YEARS AGO, CLAIMING THAT I COMMITTED AN ACT OF VIOLENCE. THESE ACCUSATIONS CONTAINED IN MULTIPLE FACEBOOK POSTS AND EMAIL MESSEGES HAVE A DIRECT AND TANGIBLE IMPACT ON MY REPOTATION IN A NEGATIVE WAY. HE HAS ALSO SENT A TEXT TO A COWORKER MENTIONING ME. IN THEIR ENTIRETY, HIS ACTIONS HAVE LED ME TO CONCLUDE OR QUESTION MY PERSONAL SAFETY. ALTHOUGH I INITIALLY DISMISSED HIS ACTIONS, THE FACT THAT THEY HAVE PERSISTED OVER A LONG PERIOD OF TIME, AND SEEM TO BE ESCALATING, LEAVE ME CONCERNED ABOUT WHAT HE MAY DO NEXT.

JEREMY FETZER APPEARS TO HAVE A PERSONAL VENDETTA AGAINST SPECIFIC INDIVIDUALS WORKING FOR THE COUNTY, INCLUDING ME. ALL OF THIS STARTED AFTER HE RESIGNED IN LIEU OF TERMINATION FROM EMPLOYMENT WITH THE COUNTY.

~ List stolen items separately (with values) in body of statement. ~

Total Value of Property Stolen/Damaged	$	I will testify in court.	Initial: JV
I have received the Victim's Rights package.	Initial:	I will prosecute criminally.	Initial: JV

Sworn To and Subscribed Before Me, This 6th Day of FEBRUARY, 20 18

Deputy Sheriff ☒ Notary Public ☐

Personally Known ☐

Produced Identification ☐ *Type:* _____

I Swear/Affirm the Above and/or Attached Statements are Correct and True.

Signature [redacted]

Arrest Made? Yes ☐ No ☒ | Miranda Warning Read? Yes ☐ No ☒ | Page 1 of 1

SO – 03 – 42

OSCEOLA COUNTY SHERIFF'S OFFICE

STATEMENT

Please fill out in full detail

Date of Statement	Month: 7	Day: 6	Year: 2018	Time: 1200
Offense:	INV.			
Date of Offense	Month:	Day:	Year:	Time:

Case #: IBI0121202

Suspect (last, first, middle): Fetzer, Jeremy

Location of Offense: 1 Courthouse Sq. Zone: 53K

Code:	NAME (Last, First, Middle) [redacted]	Age 53	DOB	Race H	Sex F
O	ADDRESS Res. 1 Courthouse Square suite 4200	Zip	Phone 407-742-1227		
	ADDRESS Bus.	Zip	Phone		

D.L. #: | State: | Other ID (Specify # and Type):

I, [redacted] do hereby voluntarily make the following statement without threat, coercion, offer of benefit or favor by any persons whomsoever.

On or about June 2017 former employee Michael Kurek provided a copy of two texts sent to him by another employee. The texts were from former employ Jeremy Fetzer admitting that the texts contained statements that were deemed threatening to Jan Lin the Director of Budget, Comptroller and Assistant County Manager. The texts were sent to Walter Krajack, Facilities Dept to consult with the Sheriff Office. Since then, there have been a number of Facebook posts from Mr. Fetzer, including an additional text to the Director of OMB, regarding the Director of IT Director of Budget, Comptroller, Assistant County Administrator, HR Director, Assistant Comptroller, Finance Manager. Some of the Posts accused the Comptroller, Assistant Comptroller and Finance Manager of falsifying Documents.

~ List stolen items separately (with values) in body of statement. ~

Total Value of Property Stolen/Damaged	$	I will testify in court.	Initial:
I have received the Victim's Rights package.	Initial:	I will prosecute criminally.	Initial:

Sworn To and Subscribed Before Me, This 6th Day of February, 2018.

Deputy Sheriff [redacted]

Personally Known ☐

Produced Identification ☐ *Type:* _____

I Swear/Affirm the Above and/or Attached Statements are Correct and True.

Signature: _____

Arrest Made? Yes ☐ No ☒ | Miranda Warning Read? Yes ☐ No ☒ | Page 1 of 1

SO – 03 – 42

THE 2025 FLORIDA STATUTES

Title XIX – PUBLIC BUSINESS
Chapter 286 – PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS

§ 286.0114 — Public meetings; reasonable opportunity to be heard; attorney fees.

(1) For purposes of this section, "board or commission" means a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision.

(2) Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission. The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action. This section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting. The opportunity to be heard is subject to rules or policies adopted by the board or commission, as provided in subsection (4).

(3) The requirements in subsection (2) do not apply to:

(a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

(c) A meeting that is exempt from s. 286.011; or

(d) A meeting during which the board or commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

(4) Rules or policies of a board or commission which govern the opportunity to be heard are limited to those that:

(a) Provide guidelines regarding the amount of time an individual has to address the board or commission;

(b) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;

(c) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or

(d) Designate a specified period of time for public comment.

(5) If a board or commission adopts rules or policies in compliance with this section and follows such rules or policies when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with this section.

(6) A circuit court has jurisdiction to issue an injunction for the purpose of enforcing this section upon the filing of an application for such injunction by a citizen of this state.

(7)

(a) Whenever an action is filed against a board or commission to enforce this section, the court shall assess reasonable attorney fees against such board or commission if the court determines that the defendant to such action acted in violation of this section. The court may assess reasonable attorney fees against the individual filing such an action if the court finds that the action was filed in bad faith or was frivolous. This paragraph does not apply to a state attorney or his or her duly authorized assistants or an officer charged with enforcing this section.

(b) Whenever a board or commission appeals a court order that has found the board or commission to have violated this section, and such order is affirmed, the court shall assess reasonable attorney fees for the appeal against such board or commission.

(8) An action taken by a board or commission which is found to be in violation of this section is not void as a result of that violation.

History.—s. 1, ch. 2013-227.

RECORD COPY

Current Status

- At the September 3, 2025, City Commission took the following actions:
  - A moratorium on all special event permits that include food trucks.
  - The moratorium includes conditional use permits that are intended to extend special event permits beyond the time limits established in the code.
  - Does not affect existing conditional use permit for food trucks or food truck plaza permitted by zoning. Nor does it affect City special events in right-of-way or public lands.
- Staff seeking direction from Commission.

Regulation Options

1. Prohibit all food trucks citywide unless preempted by Florida Statutes.
2. Only allow food trucks as part of a Special Event Permit without the ability to extend the Special Event Permit beyond the established time limits.
3. Only allow food trucks as part of a Conditional Use Permit.
4. A combination of Option 2 or 3.
5. Options 2-4 with geographic restrictions.

None of these options would impact food trucks at City-managed Special Events with street closures or at Lakefront Park.

EXHIBIT "H"

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2/17/26

AGENDA ITEM #: 8A

NON-AGENDA ITEM: _____

NAME: Celia Burgos

ADDRESS: 711 S Emory ave CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
- YOU WILL HAVE 3 MINUTES TO VOICE YOUR OPINION. ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL,DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2/17/26

AGENDA ITEM #: 8A

NON-AGENDA ITEM: _____

NAME: Lisandra Roman

ADDRESS: 711 S. Emory ave CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2/17/2026

AGENDA ITEM #: 8A **OR NON-AGENDA TOPIC:** _____

NAME: Jeremy Fetzer

ADDRESS: 120 Broadway Ste 304 **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

POSITION ON ITEM

- ☐ I SUPPORT THIS AGENDA ITEM
- ☐ I OPPOSE THIS AGENDA ITEM
- ☑ NEUTRAL

PUBLIC COMMENT

- ☑ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
- YOU WILL HAVE A LIMITED AMOUNT OF TIME TO VOICE YOUR OPINION, ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL,DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

EXHIBIT "I"

RECORD COPY

STATEMENT ABOUT ATTORNEY TERMINATION & BUDGET

THE DECISION TO TERMINATE THE CITY ATTORNEY WAS MADE BY A MAJORITY VOTE OF THE CITY COMMISSION. MY MOTION WAS NOT IMPULSIVE, IT WAS BASED ON MORE THAN A YEAR OF OBSERVATION, GROWING FRUSTRATION, AND DISAPPOINTMENT REGARDING THE DEPARTMENT'S WORK PRODUCT, COMMUNICATION, AND OVERALL OPERATIONAL MANAGEMENT. TRUST AND ACCOUNTABILITY ARE ESSENTIAL IN LEADERSHIP, AND THOSE STANDARDS WERE NOT BEING MET.

LAST WEEK, I MET WITH THE CITY MANAGER AND FINANCE DIRECTOR TO VERIFY THE CITY ATTORNEY DEPARTMENT BUDGET NUMBERS THAT WERE PRESENTED TO YOU. ~~AFTER~~ REFINING THE CALCULATIONS TO A~~CCURATEL~~Y REFLECT HER TENURE AS CITY ATTORNEY, WHICH BEGAN IN 2020, DESPITE PRIOR MISSTATEMENTS FROM THE FORMER CITY ATTORNEY THAT SHE STARTED IN 2021 IS UNTRUE AND RECOGNIZING THAT SHE SERVED AS DEPUTY CITY ATTORNEY SINCE 2014, THE FINANCIAL FINDINGS ARE DEEPLY CONCERNING.

UNDER HER LEADERSHIP AS CITY ATTORNEY, THE DEPARTMENT BUDGET WAS OVERSTATED BY APPROXIMATELY $3.4 MILLION. IN FISCAL YEAR 2025 ALONE, THE BUDGET WAS OVERSTATED BY MORE THAN $911,000, AND IN FISCAL YEAR 2026 IT IS CURRENTLY OVERSTATED BY OVER $500,000.

OVERSTATING BUDGETS AT THIS LEVEL CAUSES REAL HARM AND RESULTS IN OVERCHARGING TAXPAYERS. OUR RESIDENTS DESERVE RESPONSIBLE STEWARDSHIP, TRANSPARENCY, AND FISCAL DISCIPLINE. THAT RESPONSIBILITY GUIDED MY DECISION.

EXHIBIT "J"

RECORD COPY

City Attorney's Office

10 Year Budget Review

Total Budget Vs.Total Actual Expenditures

	Revised Budget	Actual	Budget Overage	Percentage
FY2026	$ 1,625,111	$ 267,675	$ 1,357,436	
FY2025	$ 1,908,302	$ 997,269	$ 911,033	47.7%
FY2024	$ 1,631,305	$ 901,323	$ 729,983	44.7%
FY2023	$ 1,380,681	$ 856,410	$ 524,271	38.0%
FY2022	$ 1,145,768	$ 761,472	$ 384,296	33.5%
FY2021	$ 985,833	$ 772,093	$ 213,740	21.7%
FY2020	$ 1,339,375	$ 688,678	$ 650,697	48.6%
FY2019	$ 1,059,973	$ 704,609	$ 355,364	33.5%
FY2018	$ 1,009,048	$ 852,958	$ 156,090	15.5%
FY2017	$ 1,651,663	$ 870,429	$ 781,234	47.3%
FY2016	$ 798,632	$ 648,761	$ 149,871	18.8%
Totals	**$ 12,910,580**	**$ 8,054,002**	**$ 4,856,579**	**37.6%**

	Outside Legal Fees
	Actual
FY26	$ 44,711.00
FY25	$ 198,377.00
FY24	$ 164,562.41
FY23	$ 176,967.20
FY22	$ 215,394.74
FY21	$ 228,038.19
FY20	$ 369,247.77
FY19	$ 403,442.59
FY18	$ 485,857.37
FY17	$ 425,074.63
FY16	$ 233,542.46
Total	**$ 2,945,215.36**

Note: City Attorney Office over a decade did mid-year Budget Increases which were not warranted per prior year expenditure trends thus overstating their budget by over $4.8 Million Dollars. **This means the city overstated or overcharged taxpayers $4.8 Million over the last 10 years.**

Outside legal fees are capture in both the City Attorney and City Manager's Professional SVS expenditures.

Since Olga Has Been City Attorney $ 3,414,019

(Since Fiscal Year 2020)

Average 10 year expenditure Trend $ 805,400.17

Average 5 year expenditure Trend $ 857,713.29

Department	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
City Attorney	86,337.08	44,750.28	108,386.80	96,987.36	42,864.80	66,990.69	79,971.24	56,644.03	39,337.41	66,197.00	711.00	689,177.69
City Manager	60,000.00	92,913.19	85,740.31	119,392.38	121,681.47	120,135.00	125,225.00	120,323.17	125,225.00	132,180.00	44,000.00	1,146,815.52
Development Services	1,300.00	1,567.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,867.50
Economic Development/CRA	206.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	206.25
Human Resources	9,298.96	6,048.94	12,131.18	11,817.48	1,462.25	0.00	0.00	0.00	0.00	0.00	0.00	40,758.81
Parks & Recreation	71,020.30	231,225.54	127,782.60	42,125.00	36,925.93	325.00	0.00	0.00	0.00	0.00	0.00	509,404.37
Public Works	5,379.87	48,569.18	151,816.48	133,120.37	166,313.32	40,588.50	10,198.50	0.00	0.00	0.00	0.00	555,986.22
Total	**233,542.46**	**425,074.63**	**485,857.37**	**403,442.59**	**369,247.77**	**228,039.19**	**215,394.74**	**176,967.20**	**164,562.41**	**198,377.00**	**44,711.00**	2,945,216.36

Outside Legal Counsel Expenditures

City Attorney Budget To Actual Report - FY 2026

Org	Object	Description	2026 Original Budget	2026 Revised Budget	2026 Actual	2026 Available	2026 Percent
00105101	501212	REGULAR SALARIES & WAGES	619,093.00	619,093.00	189,333.76	429,759.24	30.58
00105101	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105101	501517	SPECIAL PAY_INCENTIVE	19,080.00	19,080.00	9,071.40	10,008.60	47.54
00105101	502121	FICA TAXES	45,242.00	45,242.00	11,343.74	33,898.26	25.07
00105101	502222	RETIREMENT CONTRIBUTIONS	100,355.00	100,355.00	0.00	100,355.00	0.00
00105101	502323	LIFE AND HEALTH INSURANCE	81,489.00	81,489.00	25,399.74	56,089.26	31.17
00105101	502424	WORKERS' COMPENSATION	700.00	700.00	0.00	700.00	0.00
00105201	501212	REGULAR SALARIES & WAGES	46,955.00	46,955.00	14,361.28	32,593.72	30.59
00105201	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105201	501517	SPECIAL PAY_INCENTIVE	0.00	0.00	710.73	-710.73	0.00
00105201	502121	FICA TAXES	3,592.00	3,592.00	1,153.01	2,438.99	32.10
00105201	502222	RETIREMENT CONTRIBUTIONS	7,611.00	7,611.00	0.00	7,611.00	0.00
00105201	502323	LIFE AND HEALTH INSURANCE	17,464.00	17,464.00	5,432.88	12,031.12	31.11
00105201	502424	WORKERS' COMPENSATION	70.00	70.00	0.00	70.00	0.00
		Total Personal Services	**941,651.00**	**941,651.00**	**256,806.54**	**684,844.46**	
00105103	503131	PROFESSIONAL SERVICES	235,500.00	627,500.00	711.00	626,789.00	0.11
00105103	503434	OTHER CONTRACT SERVICES	41,200.00	41,200.00	72.48	41,127.52	0.18
00105103	504041	TRAVEL AND PER DIEM	8,920.00	8,920.00	337.20	8,582.80	3.78
00105103	504141	COMMUNICATION SERVICES	1,560.00	1,560.00	310.56	1,249.44	19.91
00105103	504242	POSTAGE	600.00	600.00	14.32	585.68	2.39
00105103	504343	ELECTRIC	0.00	0.00	0.00	0.00	0.00
00105103	504545	GENERAL INSURANCE	25,314.00	25,314.00	0.00	25,314.00	0.00
00105103	504547	LIABILITY CLAIMS	0.00	0.00	0.00	0.00	0.00
00105103	504649	VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	0.00
00105103	504747	PRINTING	455.00	455.00	0.00	455.00	0.00
00105103	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00
00105103	504902	RECRUITMENT	0.00	0.00	0.00	0.00	0.00
00105103	504903	COPIER COSTS	0.00	0.00	0.00	0.00	0.00
00105103	504904	INDIRECT COSTS	-96,097.00	-96,097.00	0.00	-96,097.00	0.00
00105103	505151	OFFICE SUPPLIES	2,500.00	2,500.00	194.85	2,305.15	7.79
00105103	505255	TOOLS, EQUIPMENT & FURNITURE	0.00	0.00	0.00	0.00	0.00
00105103	505256	TECHNOLOGY EQUIPMENT	4,500.00	4,500.00	0.00	4,500.00	0.00

Org	Object	Description	2026 Original Budget	2026 Revised Budget	2026 Actual	2026 Available	2026 Percent
00105103	505259	FUEL	0.00	0.00	0.00	0.00	0.00
00105103	505261	SPECIAL FUNCTION	0.00	0.00	0.00	0.00	0.00
00105103	505454	BOOKS & PUBLICATIONS	33,000.00	33,000.00	5,329.08	16,775.61	49.16
00105103	505455	DUES, SUBSCRIPT, MEMBERSHIPS	3,703.00	3,703.00	620.00	3,083.00	16.74
00105103	505456	SUBSCRIPTION-BASED SOFTWARE	14,195.00	14,195.00	3,060.56	5,013.32	64.68
00105103	505555	TRAINING	4,510.00	4,510.00	50.00	4,460.00	1.11
00105203	503131	PROFESSIONAL SERVICES	5,000.00	5,000.00	160.00	4,840.00	3.20
00105203	503434	OTHER CONTRACT SERVICES	1,000.00	1,000.00	0.00	1,000.00	0.00
00105203	504141	COMMUNICATION SERVICES	0.00	0.00	0.00	0.00	0.00
00105203	504242	POSTAGE	1,000.00	1,000.00	0.74	999.26	0.07
00105203	504747	PRINTING	100.00	100.00	0.00	100.00	0.00
00105203	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00
00105203	505151	OFFICE SUPPLIES	1,000.00	1,000.00	7.99	992.01	0.80
00105203	505255	TOOLS, EQUIPMENT & FURNITURE	0.00	0.00	0.00	0.00	0.00
00105203	505256	TECHNOLOGY EQUIPMENT	3,500.00	3,500.00	0.00	3,500.00	0.00
00105203	505454	BOOKS & PUBLICATIONS	0.00	0.00	0.00	0.00	0.00
00105203	505555	TRAINING	0.00	0.00	0.00	0.00	0.00
		Total Operating	**291,460.00**	**683,460.00**	**10,868.78**	**655,574.79**	
00105106	506191	LAND	0.00	0.00	0.00	0.00	0.00
00105106	506393	INFRAST/IMPR OTHER THAN BLDG	0.00	0.00	0.00	0.00	0.00
00105106	506494	MACHINERY & EQUIPMENT _ EQUIP	0.00	0.00	0.00	0.00	0.00
00105106	506495	MACHINERY & EQUIPMENT_VEHICLES	0.00	0.00	0.00	0.00	0.00
00105206	506494	MACHINERY & EQUIPMENT _ EQUIP	0.00	0.00	0.00	0.00	0.00
		Total Capital Outlay	**0.00**	**0.00**	**0.00**	**0.00**	
		Total Expenditures	**1,233,111.00**	**1,625,111.00**	**1,233,111.00**	**1,340,419.25**	

This is wrong.

Adopted Budget

Budget Amendment Increase

Actual Spent

What's Available

City Attorney Budget To Actual Report - FY 2025

Org	Object	Description	2025 Original Budget	2025 Revised Budget	2025 Actual	2025 Available	2025 Percent
00105101	501212	REGULAR SALARIES & WAGES	585,790.00	585,790.00	592,942.88	-7,152.88	101.22
00105101	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105101	501517	SPECIAL PAY_INCENTIVE	18,780.00	18,780.00	21,635.06	-2,855.06	115.20
00105101	502121	FICA TAXES	46,250.00	46,250.00	42,504.70	3,745.30	91.90
00105101	502222	RETIREMENT CONTRIBUTIONS	98,258.00	98,258.00	99,110.89	-852.89	100.87
00105101	502323	LIFE AND HEALTH INSURANCE	66,155.00	66,155.00	77,688.92	-11,533.92	117.43
00105101	502424	WORKERS' COMPENSATION	780.00	780.00	780.00	0.00	100.00
00105201	501212	REGULAR SALARIES & WAGES	45,136.00	45,136.00	45,045.38	90.62	99.80
00105201	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105201	501517	SPECIAL PAY_INCENTIVE	0.00	0.00	500.00	-500.00	0.00
00105201	502121	FICA TAXES	3,453.00	3,453.00	3,484.23	-31.23	100.90
00105201	502222	RETIREMENT CONTRIBUTIONS	7,572.00	7,572.00	7,555.09	16.91	99.78
00105201	502323	LIFE AND HEALTH INSURANCE	15,114.00	15,114.00	16,833.00	-1,719.00	111.37
00105201	502424	WORKERS' COMPENSATION	73.00	73.00	72.96	0.04	99.95
		Total Personal Services	**887,361.00**	**887,361.00**	**908,153.11**	**-20,792.11**	
00105103	503131	PROFESSIONAL SERVICES	235,500.00	894,446.00	108,434.38	786,011.62	12.12
00105103	503434	OTHER CONTRACT SERVICES	41,000.00	120,661.00	11,812.54	108,848.46	9.79
00105103	504041	TRAVEL AND PER DIEM	6,920.00	6,920.00	4,339.49	2,580.51	62.71
00105103	504141	COMMUNICATION SERVICES	1,080.00	1,350.00	1,138.32	211.68	84.32
00105103	504242	POSTAGE	600.00	600.00	367.85	232.15	61.31
00105103	504343	ELECTRIC	0.00	0.00	0.00	0.00	0.00
00105103	504545	GENERAL INSURANCE	18,788.00	18,788.00	18,792.00	-4.00	100.02
00105103	504547	LIABILITY CLAIMS	0.00	0.00	0.00	0.00	0.00
00105103	504649	VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	0.00
00105103	504747	PRINTING	455.00	455.00	155.84	299.16	34.25
00105103	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00
00105103	504902	RECRUITMENT	0.00	0.00	0.00	0.00	0.00
00105103	504903	COPIER COSTS	0.00	0.00	0.00	0.00	0.00
00105103	504904	INDIRECT COSTS	-98,684.00	-98,684.00	-98,684.04	0.04	100.00
00105103	505151	OFFICE SUPPLIES	2,500.00	2,500.00	311.07	2,188.93	12.44
00105103	505255	TOOLS, EQUIPMENT & FURNITURE	0.00	392.00	391.74	0.26	99.93
00105103	505256	TECHNOLOGY EQUIPMENT	4,400.00	9,400.00	1,325.44	8,074.56	14.10

Org	Object	Description	2025 Original Budget	2025 Revised Budget	2025 Actual	2025 Available	2025 Percent
00105103	505259	FUEL	0.00	0.00	0.00	0.00	0.00
00105103	505261	SPECIAL FUNCTION	0.00	0.00	0.00	0.00	0.00
00105103	505454	BOOKS & PUBLICATIONS	30,640.00	30,734.54	19,877.16	10,857.38	64.67
00105103	505455	DUES, SUBSCRIPT, MEMBERSHIPS	3,657.00	4,682.96	4,420.86	262.10	94.40
00105103	505456	SUBSCRIPTION-BASED SOFTWARE	14,035.00	14,035.00	12,114.02	1,920.98	86.31
00105103	505555	TRAINING	4,360.00	4,360.00	1,698.00	2,662.00	38.94
00105203	503131	PROFESSIONAL SERVICES	5,000.00	5,000.00	1,312.50	3,687.50	26.25
00105203	503434	OTHER CONTRACT SERVICES	1,000.00	1,000.00	0.00	1,000.00	0.00
00105203	504141	COMMUNICATION SERVICES	0.00	0.00	0.00	0.00	0.00
00105203	504242	POSTAGE	1,000.00	1,000.00	186.58	813.42	18.66
00105203	504747	PRINTING	100.00	100.00	25.81	74.19	25.81
00105203	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00
00105203	505151	OFFICE SUPPLIES	1,000.00	890.00	786.55	103.45	88.38
00105203	505255	TOOLS, EQUIPMENT & FURNITURE	0.00	0.00	0.00	0.00	0.00
00105203	505256	TECHNOLOGY EQUIPMENT	2,200.00	2,310.00	310.00	2,000.00	13.42
00105203	505454	BOOKS & PUBLICATIONS	0.00	0.00	0.00	0.00	0.00
00105203	505555	TRAINING	0.00	0.00	0.00	0.00	0.00
		Total Operating	**275,551.00**	**1,020,940.50**	**89,116.11**	**931,824.39**	
00105106	506191	LAND	0.00	0.00	0.00	0.00	0.00
00105106	506393	INFRAST/IMPR OTHER THAN BLDG	0.00	0.00	0.00	0.00	0.00
00105106	506494	MACHINERY & EQUIPMENT _ EQUIP	0.00	0.00	0.00	0.00	0.00
00105106	506495	MACHINERY & EQUIPMENT_VEHICLES	0.00	0.00	0.00	0.00	0.00
00105206	506494	MACHINERY & EQUIPMENT _ EQUIP	0.00	0.00	0.00	0.00	0.00
		Total Capital Outlay	**0.00**	**0.00**	**0.00**	**0.00**	
		Total Expenditures	**1,162,912.00**	**1,908,301.50**	**997,269.22**	**911,032.28**	

Adopted Budget

Budget Amendment Increase

Actual Spent

Available

City Attorney Budget To Actual Report - FY 2024

Org	Object	Description	2024 Original Budget	2024 Revised Budget	2024 Actual	2024 Available	2024 Percent
00105101	501212	REGULAR SALARIES & WAGES	527,530.00	527,530.00	555,664.05	-28,134.05	105.33
00105101	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105101	501517	SPECIAL PAY_INCENTIVE	18,780.00	18,780.00	19,920.06	-1,140.06	106.07
00105101	502121	FICA TAXES	41,793.00	41,793.00	40,114.92	1,678.08	95.98
00105101	502222	RETIREMENT CONTRIBUTIONS	80,754.00	80,754.00	93,429.13	-12,675.13	115.70
00105101	502323	LIFE AND HEALTH INSURANCE	61,888.00	61,888.00	67,395.37	-5,507.37	108.90
00105101	502424	WORKERS' COMPENSATION	721.00	721.00	720.96	0.04	99.99
00105201	501212	REGULAR SALARIES & WAGES	40,706.00	40,706.00	42,860.01	-2,154.01	105.29
00105201	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105201	501517	SPECIAL PAY_INCENTIVE	0.00	0.00	285.00	-285.00	0.00
00105201	502121	FICA TAXES	3,114.00	3,114.00	3,300.59	-186.59	105.99
00105201	502222	RETIREMENT CONTRIBUTIONS	6,482.00	6,482.00	7,199.72	-717.72	111.07
00105201	502323	LIFE AND HEALTH INSURANCE	13,877.00	13,877.00	14,968.97	-1,091.97	107.87
00105201	502424	WORKERS' COMPENSATION	66.00	66.00	66.00	0.00	100.00
		Total Personal Services	**795,711.00**	**795,711.00**	**845,924.78**	**-50,213.78**	
00105103	503131	PROFESSIONAL SERVICES	235,500.00	702,362.00	38,145.34	664,216.66	5.43
00105103	503434	OTHER CONTRACT SERVICES	41,000.00	124,280.00	43,226.46	81,053.54	34.78
00105103	504041	TRAVEL AND PER DIEM	6,200.00	10,700.00	5,304.12	5,395.88	49.57
00105103	504141	COMMUNICATION SERVICES	1,080.00	1,271.00	1,271.00	0.00	100.00
00105103	504242	POSTAGE	600.00	600.00	332.16	267.84	55.36
00105103	504343	ELECTRIC	0.00	0.00	0.00	0.00	0.00
00105103	504545	GENERAL INSURANCE	17,876.00	17,876.00	17,880.00	-4.00	100.02
00105103	504547	LIABILITY CLAIMS	0.00	0.00	0.00	0.00	0.00
00105103	504649	VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	0.00
00105103	504747	PRINTING	275.00	275.00	174.23	100.77	63.36
00105103	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00
00105103	504902	RECRUITMENT	0.00	0.00	0.00	0.00	0.00
00105103	504903	COPIER COSTS	0.00	0.00	0.00	0.00	0.00
00105103	504904	INDIRECT COSTS	-91,381.00	-91,381.00	-91,380.96	-0.04	100.00
00105103	505151	OFFICE SUPPLIES	2,500.00	2,256.00	1,431.08	824.92	63.43
00105103	505255	TOOLS, EQUIPMENT & FURNITURE	0.00	0.00	-599.00	599.00	0.00
00105103	505256	TECHNOLOGY EQUIPMENT	4,400.00	4,644.00	4,643.68	0.32	99.99

Org	Object	Description	2024 Original Budget	2024 Revised Budget	2024 Actual	2024 Available	2024 Percent
00105103	505259	FUEL	0.00	0.00	0.00	0.00	0.00
00105103	505261	SPECIAL FUNCTION	0.00	0.00	0.00	0.00	0.00
00105103	505454	BOOKS & PUBLICATIONS	29,510.00	32,661.32	17,349.72	15,311.60	53.12
00105103	505455	DUES, SUBSCRIPT, MEMBERSHIPS	15,390.00	15,390.00	13,535.90	1,854.10	87.95
00105103	505456	SUBSCRIPTION-BASED SOFTWARE	0.00	0.00	0.00	0.00	0.00
00105103	505555	TRAINING	4,360.00	4,360.00	959.56	3,400.44	22.01
00105203	503131	PROFESSIONAL SERVICES	5,000.00	5,000.00	825.00	4,175.00	16.50
00105203	503434	OTHER CONTRACT SERVICES	1,000.00	1,000.00	0.00	1,000.00	0.00
00105203	504141	COMMUNICATION SERVICES	0.00	0.00	0.00	0.00	0.00
00105203	504242	POSTAGE	1,000.00	1,000.00	162.78	837.22	16.28
00105203	504747	PRINTING	100.00	100.00	0.00	100.00	0.00
00105203	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00
00105203	505151	OFFICE SUPPLIES	1,000.00	1,000.00	125.76	874.24	12.58
00105203	505255	TOOLS, EQUIPMENT & FURNITURE	0.00	0.00	0.00	0.00	0.00
00105203	505256	TECHNOLOGY EQUIPMENT	2,200.00	2,200.00	2,011.00	189.00	91.41
00105203	505454	BOOKS & PUBLICATIONS	0.00	0.00	0.00	0.00	0.00
00105203	505555	TRAINING	0.00	0.00	0.00	0.00	0.00
		Total Operating	**277,610.00**	**835,594.32**	**55,397.83**	**780,196.49**	
00105106	506191	LAND	0.00	0.00	0.00	0.00	0.00
00105106	506393	INFRAST/IMPR OTHER THAN BLDG	0.00	0.00	0.00	0.00	0.00
00105106	506494	MACHINERY & EQUIPMENT _ EQUIP	0.00	0.00	0.00	0.00	0.00
00105106	506495	MACHINERY & EQUIPMENT_VEHICLES	0.00	0.00	0.00	0.00	0.00
00105206	506494	MACHINERY & EQUIPMENT _ EQUIP	0.00	0.00	0.00	0.00	0.00
		Total Capital Outlay	**0.00**	**0.00**	**0.00**	**0.00**	
		Total Expenditures	**1,073,321.00**	**1,631,305.32**	**901,322.61**	**729,982.71**	

Adopted Budget

Budget Amendment Increase

Actual Spent

Available

City Attorney Budget To Actual Report - FY 2023

Org	Object	Description	2023 Original Budget	2023 Revised Budget	2023 Actual	2023 Available	2023 Percent
00105101	501212	REGULAR SALARIES & WAGES	495,872.00	495,872.00	492,238.40	3,633.60	99.27
00105101	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105101	501517	SPECIAL PAY_INCENTIVE	18,108.00	18,108.00	65,297.56	-47,189.56	360.60
00105101	502121	FICA TAXES	36,668.00	36,668.00	35,138.03	1,529.97	95.83
00105101	502222	RETIREMENT CONTRIBUTIONS	77,477.00	77,477.00	87,739.72	-10,262.72	113.25
00105101	502323	LIFE AND HEALTH INSURANCE	61,202.00	61,202.00	65,165.31	-3,963.31	106.48
00105101	502424	WORKERS' COMPENSATION	708.00	708.00	708.00	0.00	100.00
00105201	501212	REGULAR SALARIES & WAGES	41,808.00	41,808.00	40,164.24	1,643.76	96.07
00105201	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105201	501517	SPECIAL PAY_INCENTIVE	0.00	0.00	107.50	-107.50	0.00
00105201	502121	FICA TAXES	3,207.00	3,207.00	3,078.50	128.50	95.99
00105201	502222	RETIREMENT CONTRIBUTIONS	6,532.00	6,532.00	7,397.52	-865.52	113.25
00105201	502323	LIFE AND HEALTH INSURANCE	14,389.00	14,389.00	14,025.59	363.41	97.47
00105201	502424	WORKERS' COMPENSATION	71.00	71.00	71.04	-0.04	100.06
		Total Personal Services	**756,042.00**	**756,042.00**	**811,131.41**	**-55,089.41**	
00105103	503131	PROFESSIONAL SERVICES	235,500.00	548,546.00	77,183.36	471,362.64	14.07
00105103	503434	OTHER CONTRACT SERVICES	41,000.00	85,711.00	2,239.94	83,471.06	2.61
00105103	504041	TRAVEL AND PER DIEM	6,200.00	6,200.00	3,830.84	2,369.16	61.79
00105103	504141	COMMUNICATION SERVICES	1,560.00	1,560.00	1,343.00	217.00	86.09
00105103	504242	POSTAGE	600.00	600.00	199.87	400.13	33.31
00105103	504343	ELECTRIC	0.00	0.00	0.00	0.00	0.00
00105103	504545	GENERAL INSURANCE	14,219.00	14,219.00	14,220.00	-1.00	100.01
00105103	504547	LIABILITY CLAIMS	0.00	0.00	0.00	0.00	0.00
00105103	504649	VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	0.00
00105103	504747	PRINTING	275.00	275.00	0.00	275.00	0.00
00105103	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00
00105103	504902	RECRUITMENT	0.00	0.00	0.00	0.00	0.00
00105103	504903	COPIER COSTS	0.00	0.00	0.00	0.00	0.00
00105103	504904	INDIRECT COSTS	-92,606.00	-92,606.00	-92,606.04	0.04	100.00
00105103	505151	OFFICE SUPPLIES	2,500.00	2,500.00	763.12	1,736.88	30.52
00105103	505255	TOOLS, EQUIPMENT & FURNITURE	1,900.00	1,900.00	16.99	1,883.01	0.89
00105103	505256	TECHNOLOGY EQUIPMENT	0.00	0.00	0.00	0.00	0.00

Org	Object	Description	2023 Original Budget	2023 Revised Budget	2023 Actual	2023 Available	2023 Percent
00105103	505259	FUEL	0.00	0.00	0.00	0.00	0.00
00105103	505261	SPECIAL FUNCTION	0.00	0.00	0.00	0.00	0.00
00105103	505454	BOOKS & PUBLICATIONS	21,244.00	21,244.00	16,982.84	4,261.16	79.94
00105103	505455	DUES, SUBSCRIPT, MEMBERSHIPS	14,425.00	14,425.00	12,290.31	2,134.69	85.20
00105103	505456	SUBSCRIPTION-BASED SOFTWARE	0.00	0.00	0.00	0.00	0.00
00105103	505555	TRAINING	4,360.00	4,360.00	2,170.00	2,190.00	49.77
00105203	503131	PROFESSIONAL SERVICES	5,000.00	5,000.00	1,638.89	3,361.11	32.78
00105203	503434	OTHER CONTRACT SERVICES	1,000.00	1,000.00	500.00	500.00	50.00
00105203	504141	COMMUNICATION SERVICES	540.00	540.00	516.58	23.42	95.66
00105203	504242	POSTAGE	1,000.00	1,000.00	186.85	813.15	18.69
00105203	504747	PRINTING	100.00	100.00	19.25	80.75	19.25
00105203	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00
00105203	505151	OFFICE SUPPLIES	1,000.00	1,000.00	711.15	288.85	71.12
00105203	505255	TOOLS, EQUIPMENT & FURNITURE	0.00	0.00	0.00	0.00	0.00
00105203	505256	TECHNOLOGY EQUIPMENT	0.00	0.00	0.00	0.00	0.00
00105203	505454	BOOKS & PUBLICATIONS	0.00	0.00	0.00	0.00	0.00
00105203	505555	TRAINING	0.00	0.00	0.00	0.00	0.00
		Total Operating	**259,817.00**	**617,574.00**	**42,206.95**	**575,367.05**	
00105106	506191	LAND	0.00	0.00	0.00	0.00	0.00
00105106	506393	INFRAST/IMPR OTHER THAN BLDG	0.00	0.00	0.00	0.00	0.00
00105106	506494	MACHINERY & EQUIPMENT _ EQUIP	3,800.00	5,165.00	3,072.00	2,093.00	59.48
00105106	506495	MACHINERY & EQUIPMENT_VEHICLES	0.00	0.00	0.00	0.00	0.00
00105206	506494	MACHINERY & EQUIPMENT _ EQUIP	1,900.00	1,900.00	0.00	1,900.00	0.00
		Total Capital Outlay	**5,700.00**	**7,065.00**	**3,072.00**	**3,993.00**	
		Total Expenditures	**1,021,559.00**	**1,380,681.00**	**856,410.36**	**524,270.64**	

↑ Adopted Budget

↑ Budget Amendment Increase

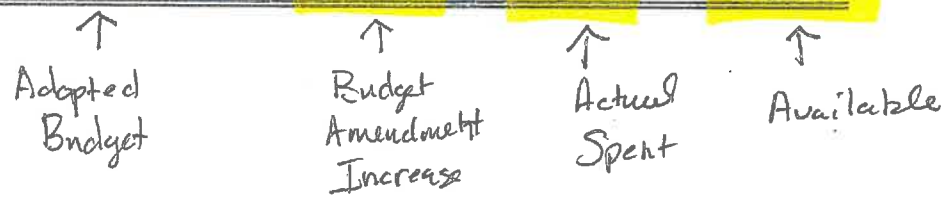
↑ Actual Spent

↑ Available

City Attorney Budget To Actual Report - FY 2022

ORG	OBJECT	ACCT DESCRIPTION	2022 ORIGINAL BUDGET	2022 REVISED BUDGET	2022 ACTUAL	2022 AVAILABLE	2022 PERCENT
00105101	501212	REGULAR SALARIES & WAGES	468,093.00	468,093.00	460,091.76	8,001.24	98.29
00105101	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105101	501517	SPECIAL PAY_INCENTIVE	18,000.00	18,000.00	18,947.56	-947.56	105.26
00105101	502121	FICA TAXES	37,186.00	37,186.00	33,112.78	4,073.22	89.05
00105101	502222	RETIREMENT CONTRIBUTIONS	74,452.00	74,452.00	85,732.13	-11,280.13	115.15
00105101	502323	LIFE AND HEALTH INSURANCE	56,555.00	56,555.00	56,555.00	0.00	100.00
00105101	502424	WORKERS' COMPENSATION	1,003.00	1,003.00	1,002.96	0.04	100.00
00105201	501212	REGULAR SALARIES & WAGES	39,720.00	39,720.00	32,143.16	7,576.84	80.92
00105201	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105201	501517	SPECIAL PAY_INCENTIVE	0.00	0.00	215.00	-215.00	0.00
00105201	502121	FICA TAXES	3,039.00	3,039.00	2,234.61	804.39	73.53
00105201	502222	RETIREMENT CONTRIBUTIONS	6,318.00	6,318.00	7,274.81	-956.81	115.14
00105201	502323	LIFE AND HEALTH INSURANCE	13,931.00	13,931.00	13,931.00	0.00	100.00
00105201	502424	WORKERS' COMPENSATION	99.00	99.00	99.00	0.00	100.00
		Total Personal Services	**718,396.00**	**718,396.00**	**711,339.77**	**7,056.23**	
00105103	503131	PROFESSIONAL SERVICES	235,000.00	383,599.00	70,552.32	313,046.68	18.39
00105103	503434	OTHER CONTRACT SERVICES	31,000.00	56,822.00	12,110.31	44,711.69	21.31
00105103	504041	TRAVEL AND PER DIEM	6,800.00	6,800.00	5,847.24	952.76	85.99
00105103	504141	COMMUNICATION SERVICES	1,620.00	1,620.00	1,545.25	74.75	95.39
00105103	504242	POSTAGE	600.00	600.00	373.46	226.54	62.24
00105103	504343	ELECTRIC	0.00	0.00	0.00	0.00	0.00
00105103	504545	GENERAL INSURANCE	13,831.00	13,831.00	13,836.00	-5.00	100.04
00105103	504547	LIABILITY CLAIMS	0.00	0.00	0.00	0.00	0.00
00105103	504649	VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	0.00
00105103	504747	PRINTING	275.00	275.00	19.25	255.75	7.00
00105103	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00
00105103	504902	RECRUITMENT	0.00	0.00	0.00	0.00	0.00
00105103	504903	COPIER COSTS	0.00	0.00	0.00	0.00	0.00
00105103	504904	INDIRECT COSTS	-88,580.00	-88,580.00	-88,584.00	4.00	100.00
00105103	505151	OFFICE SUPPLIES	2,500.00	2,500.00	1,309.40	1,190.60	52.38
00105103	505255	TOOLS, EQUIPMENT & FURNITURE	1,000.00	1,325.00	456.97	868.03	34.49
00105103	505256	TECHNOLOGY EQUIPMENT	0.00	0.00	0.00	0.00	0.00
00105103	505259	FUEL	0.00	0.00	0.00	0.00	0.00
00105103	505261	SPECIAL FUNCTION	0.00	0.00	0.00	0.00	0.00

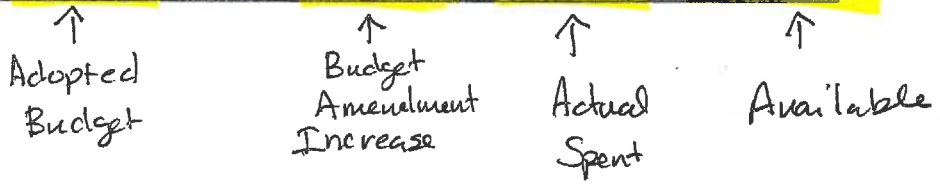
ORG	OBJECT	ACCT DESCRIPTION	2022 ORIGINAL BUDGET	2022 REVISED BUDGET	2022 ACTUAL	2022 AVAILABLE	2022 PERCENT
00105103	505454	BOOKS & PUBLICATIONS	19,485.00	19,485.00	12,995.93	6,489.07	66.70
00105103	505455	DUES, SUBSCRIPT, MEMBERSHIPS	7,235.00	7,235.00	7,094.48	140.52	98.06
00105103	505456	SUBSCRIPTION-BASED SOFTWARE	0.00	0.00	0.00	0.00	0.00
00105103	505555	TRAINING	2,750.00	4,805.00	2,345.00	2,460.00	48.80
00105203	503131	PROFESSIONAL SERVICES	5,000.00	5,000.00	450.00	4,550.00	9.00
00105203	503434	OTHER CONTRACT SERVICES	1,000.00	1,000.00	0.00	1,000.00	0.00
00105203	504141	COMMUNICATION SERVICES	540.00	540.00	526.65	13.35	97.53
00105203	504242	POSTAGE	1,000.00	1,000.00	103.54	896.46	10.35
00105203	504747	PRINTING	100.00	100.00	37.50	62.50	37.50
00105203	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00
00105203	505151	OFFICE SUPPLIES	1,000.00	1,000.00	613.60	386.40	61.36
00105203	505255	TOOLS, EQUIPMENT & FURNITURE	0.00	0.00	0.00	0.00	0.00
00105203	505256	TECHNOLOGY EQUIPMENT	0.00	0.00	0.00	0.00	0.00
00105203	505454	BOOKS & PUBLICATIONS	0.00	0.00	0.00	0.00	0.00
00105203	505555	TRAINING	0.00	0.00	0.00	0.00	0.00
		Total Operating	**242,156.00**	**418,957.00**	**41,632.90**	**377,324.10**	
00105106	506191	LAND	0.00	0.00	0.00	0.00	0.00
00105106	506393	INFRAST/IMPR OTHER THAN BLDG	0.00	0.00	0.00	0.00	0.00
00105106	506494	MACHINERY & EQUIPMENT _ EQUIP	0.00	6,690.00	6,774.00	-84.00	101.26
00105106	506495	MACHINERY & EQUIPMENT_VEHICLES	0.00	0.00	0.00	0.00	0.00
00105206	506494	MACHINERY & EQUIPMENT _ EQUIP	0.00	1,725.00	1,725.00	0.00	100.00
		Total Capital Outlay	**0.00**	**8,415.00**	**8,499.00**	**-84.00**	
		Total Expenditures	**960,552.00**	**1,145,768.00**	**761,471.67**	**384,296.33**	



City Attorney Budget To Actual Report - FY 2021

ORG	OBJECT	ACCT DESCRIPTION	2021 ORIGINAL BUDGET	2021 REVISED BUDGET	2021 ACTUAL	2021 AVAILABLE	2021 PERCENT
00105101	501212	REGULAR SALARIES & WAGES	443,092.00	443,092.00	440,883.80	2,208.20	99.50
00105101	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105101	501517	SPECIAL PAY_INCENTIVE	18,000.00	18,000.00	17,330.76	669.24	96.28
00105101	502121	FICA TAXES	35,274.00	35,274.00	31,243.61	4,030.39	88.57
00105101	502222	RETIREMENT CONTRIBUTIONS	71,207.00	71,207.00	71,407.76	-200.76	100.28
00105101	502323	LIFE AND HEALTH INSURANCE	56,488.00	56,488.00	56,488.00	0.00	100.00
00105101	502424	WORKERS' COMPENSATION	946.00	946.00	945.96	0.04	100.00
00105201	501212	REGULAR SALARIES & WAGES	41,347.00	41,347.00	34,612.48	6,734.52	83.71
00105201	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00
00105201	501517	SPECIAL PAY_INCENTIVE	0.00	0.00	0.00	0.00	0.00
00105201	502121	FICA TAXES	3,163.00	3,163.00	2,359.89	803.11	74.61
00105201	502222	RETIREMENT CONTRIBUTIONS	6,645.00	6,645.00	6,663.44	-18.44	100.28
00105201	502323	LIFE AND HEALTH INSURANCE	13,937.00	13,937.00	13,937.00	0.00	100.00
00105201	502424	WORKERS' COMPENSATION	103.00	103.00	102.96	0.04	99.96
		Total Personal Services	**690,202.00**	**690,202.00**	**675,975.66**	**14,226.34**	
00105103	503131	PROFESSIONAL SERVICES	235,000.00	250,195.00	94,250.37	155,944.63	37.67
00105103	503434	OTHER CONTRACT SERVICES	31,000.00	58,395.00	32,572.60	25,822.40	55.78
00105103	504041	TRAVEL AND PER DIEM	6,200.00	6,200.00	4,096.97	2,103.03	66.08
00105103	504141	COMMUNICATION SERVICES	2,160.00	2,160.00	1,675.48	484.52	77.57
00105103	504242	POSTAGE	600.00	600.00	137.67	462.33	22.95
00105103	504343	ELECTRIC	0.00	0.00	0.00	0.00	0.00
00105103	504545	GENERAL INSURANCE	14,886.00	14,886.00	14,892.00	-6.00	100.04
00105103	504547	LIABILITY CLAIMS	0.00	0.00	0.00	0.00	0.00
00105103	504649	VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	0.00
00105103	504747	PRINTING	275.00	275.00	17.00	258.00	6.18
00105103	504901	ADVERTISING	0.00	360.00	354.00	6.00	98.33
00105103	504902	RECRUITMENT	0.00	0.00	0.00	0.00	0.00
00105103	504903	COPIER COSTS	0.00	0.00	0.00	0.00	0.00
00105103	504904	INDIRECT COSTS	-84,625.00	-84,625.00	-84,624.00	-1.00	100.00
00105103	505151	OFFICE SUPPLIES	2,500.00	2,500.00	1,052.39	1,447.61	42.10
00105103	505255	TOOLS, EQUIPMENT & FURNITURE	365.00	460.00	458.56	1.44	99.69
00105103	505256	TECHNOLOGY EQUIPMENT	0.00	0.00	0.00	0.00	0.00
00105103	505259	FUEL	0.00	0.00	0.00	0.00	0.00
00105103	505261	SPECIAL FUNCTION	0.00	0.00	0.00	0.00	0.00

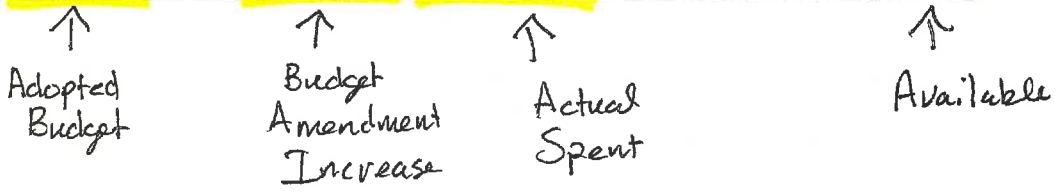
ORG	OBJECT	ACCT DESCRIPTION	2021 ORIGINAL BUDGET	2021 REVISED BUDGET	2021 ACTUAL	2021 AVAILABLE	2021 PERCENT
00105103	505454	BOOKS & PUBLICATIONS	19,660.00	19,660.00	17,407.35	2,252.65	88.54
00105103	505455	DUES, SUBSCRIPT, MEMBERSHIPS	6,425.00	6,425.00	6,363.72	61.28	99.05
00105103	505456	SUBSCRIPTION-BASED SOFTWARE	0.00	0.00	0.00	0.00	0.00
00105103	505555	TRAINING	3,050.00	4,410.00	4,409.00	1.00	99.98
00105203	503131	PROFESSIONAL SERVICES	5,000.00	5,000.00	337.50	4,662.50	6.75
00105203	503434	OTHER CONTRACT SERVICES	1,000.00	1,000.00	112.60	887.40	11.26
00105203	504141	COMMUNICATION SERVICES	540.00	540.00	513.48	26.52	95.09
00105203	504242	POSTAGE	1,000.00	1,000.00	64.99	935.01	6.50
00105203	504747	PRINTING	100.00	100.00	0.00	100.00	0.00
00105203	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00
00105203	505151	OFFICE SUPPLIES	2,500.00	775.00	302.54	472.46	39.04
00105203	505255	TOOLS, EQUIPMENT & FURNITURE	365.00	365.00	338.95	26.05	92.86
00105203	505256	TECHNOLOGY EQUIPMENT	0.00	0.00	0.00	0.00	0.00
00105203	505454	BOOKS & PUBLICATIONS	0.00	0.00	0.00	0.00	0.00
00105203	505555	TRAINING	0.00	0.00	0.00	0.00	0.00
		Total Operating	**248,001.00**	**290,681.00**	**94,733.17**	**195,947.83**	
00105106	506191	LAND	0.00	0.00	0.00	0.00	0.00
00105106	506393	INFRAST/IMPR OTHER THAN BLDG	0.00	0.00	0.00	0.00	0.00
00105106	506494	MACHINERY & EQUIPMENT _ EQUIP	1,500.00	3,225.00	1,384.00	1,841.00	42.91
00105106	506495	MACHINERY & EQUIPMENT_VEHICLES	0.00	0.00	0.00	0.00	0.00
00105206	506494	MACHINERY & EQUIPMENT _ EQUIP	0.00	1,725.00	0.00	1,725.00	0.00
		Total Capital Outlay	**1,500.00**	**4,950.00**	**1,384.00**	**3,566.00**	
		Total Expenditures	**939,703.00**	**985,833.00**	**772,092.83**	**213,740.17**	



City Attorney Budget To Actual Report - FY 2020

ORG	OBJECT	ACCT DESCRIPTION	2020 ORIGINAL BUDGET	2020 REVISED BUDGET	2020 ACTUAL	2020 ENCUMBRANCES	2020 AVAILABLE	2020 PERCENT
00105101	501212	REGULAR SALARIES & WAGES	453,285.00	453,285.00	451,675.40	0.00	1,609.60	99.64
00105101	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
00105101	501517	SPECIAL PAY_INCENTIVE	64,000.00	64,860.00	17,789.10	0.00	47,070.90	27.43
00105101	502121	FICA TAXES	36,053.00	36,119.00	31,666.86	0.00	4,452.14	87.67
00105101	502222	RETIREMENT CONTRIBUTIONS	66,647.00	66,647.00	65,695.49	0.00	951.51	98.57
00105101	502323	LIFE AND HEALTH INSURANCE	49,643.00	49,643.00	49,643.00	0.00	0.00	100.00
00105101	502424	WORKERS' COMPENSATION	967.00	967.00	970.32	0.00	-3.32	100.34
00105201	501212	REGULAR SALARIES & WAGES	40,119.00	40,119.00	40,057.36	0.00	61.64	99.85
00105201	501414	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
00105201	501517	SPECIAL PAY_INCENTIVE	0.00	215.00	290.00	0.00	-75.00	134.88
00105201	502121	FICA TAXES	3,069.00	3,085.00	3,081.61	0.00	3.39	99.89
00105201	502222	RETIREMENT CONTRIBUTIONS	5,899.00	5,899.00	6,003.61	0.00	-104.61	101.77
00105201	502323	LIFE AND HEALTH INSURANCE	12,215.00	12,215.00	12,215.00	0.00	0.00	100.00
00105201	502424	WORKERS' COMPENSATION	100.00	100.00	97.32	0.00	2.68	97.32
		Total Personal Services	**731,997.00**	**733,154.00**	**679,185.07**	**0.00**	**53,968.93**	
00105103	503131	PROFESSIONAL SERVICES	235,000.00	508,184.00	47,199.27	-21,062.35	482,047.08	5.14
00105103	503434	OTHER CONTRACT SERVICES	31,000.00	69,147.00	8,372.18	0.00	60,774.82	12.11
00105103	504041	TRAVEL AND PER DIEM	6,200.00	6,200.00	457.29	0.00	5,742.71	7.38
00105103	504141	COMMUNICATION SERVICES	1,620.00	1,620.00	2,220.49	0.00	-600.49	137.07
00105103	504242	POSTAGE	600.00	600.00	278.87	0.00	321.13	46.48
00105103	504343	ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00
00105103	504545	GENERAL INSURANCE	13,635.00	13,635.00	13,632.00	0.00	3.00	99.98
00105103	504547	LIABILITY CLAIMS	0.00	0.00	0.00	0.00	0.00	0.00
00105103	504649	VEHICLE MAINTENANCE	0.00	0.00	416.33	0.00	-416.33	0.00
00105103	504747	PRINTING	275.00	275.00	66.60	0.00	208.40	24.22
00105103	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00
00105103	504902	RECRUITMENT	0.00	0.00	0.00	0.00	0.00	0.00
00105103	504903	COPIER COSTS	0.00	0.00	0.00	0.00	0.00	0.00
00105103	504904	INDIRECT COSTS	-95,258.00	-95,258.00	-95,256.00	0.00	-2.00	100.00
00105103	505151	OFFICE SUPPLIES	2,500.00	2,500.00	1,826.12	0.00	673.88	73.04
00105103	505255	TOOLS, EQUIPMENT & FURNITURE	730.00	730.00	1,080.96	0.00	-350.96	148.08
00105103	505256	TECHNOLOGY EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
00105103	505259	FUEL	0.00	0.00	0.00	0.00	0.00	0.00
00105103	505261	SPECIAL FUNCTION	0.00	0.00	0.00	0.00	0.00	0.00
00105103	505454	BOOKS & PUBLICATIONS	19,660.00	19,660.00	17,049.81	0.00	2,610.19	86.72
00105103	505455	DUES, SUBSCRIPT, MEMBERSHIPS	6,425.00	6,425.00	6,441.71	0.00	-16.71	100.26
00105103	505456	SUBSCRIPTION-BASED SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00
00105103	505555	TRAINING	3,050.00	3,050.00	1,890.00	0.00	1,160.00	61.97
00105203	503131	PROFESSIONAL SERVICES	31,000.00	61,393.00	525.00	0.00	60,868.00	0.86

ORG	OBJECT	ACCT DESCRIPTION	2020 ORIGINAL BUDGET	2020 REVISED BUDGET	2020 ACTUAL	2020 ENCUMBRANCES	2020 AVAILABLE	2020 PERCENT
00105203	503434	OTHER CONTRACT SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
00105203	504141	COMMUNICATION SERVICES	540.00	540.00	0.00	0.00	540.00	0.00
00105203	504242	POSTAGE	1,000.00	1,000.00	76.00	0.00	924.00	7.60
00105203	504747	PRINTING	100.00	100.00	0.00	0.00	100.00	0.00
00105203	504901	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00
00105203	505151	OFFICE SUPPLIES	2,500.00	2,500.00	346.67	0.00	2,153.33	13.87
00105203	505255	TOOLS, EQUIPMENT & FURNITURE	0.00	0.00	0.00	0.00	0.00	0.00
00105203	505256	TECHNOLOGY EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
00105203	505454	BOOKS & PUBLICATIONS	0.00	0.00	0.00	0.00	0.00	0.00
00105203	505555	TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
		Total Operating	**261,577.00**	**603,301.00**	**6,623.30**	**-21,062.35**	**617,740.05**	
00105106	506191	LAND	0.00	0.00	0.00	0.00	0.00	0.00
00105106	506393	INFRAST/IMPR OTHER THAN BLDG	0.00	0.00	0.00	0.00	0.00	0.00
00105106	506494	MACHINERY & EQUIPMENT _ EQUIP	1,500.00	2,920.00	2,870.00	0.00	50.00	98.29
00105106	506495	MACHINERY & EQUIPMENT_VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
00105206	506494	MACHINERY & EQUIPMENT _ EQUIP	0.00	0.00	0.00	0.00	0.00	0.00
		Total Capital Outlay	**1,500.00**	**2,920.00**	**2,870.00**	**0.00**	**50.00**	
		Total Expenditures	**995,074.00**	**1,339,375.00**	**688,678.37**	**-21,062.35**	**671,758.98**	

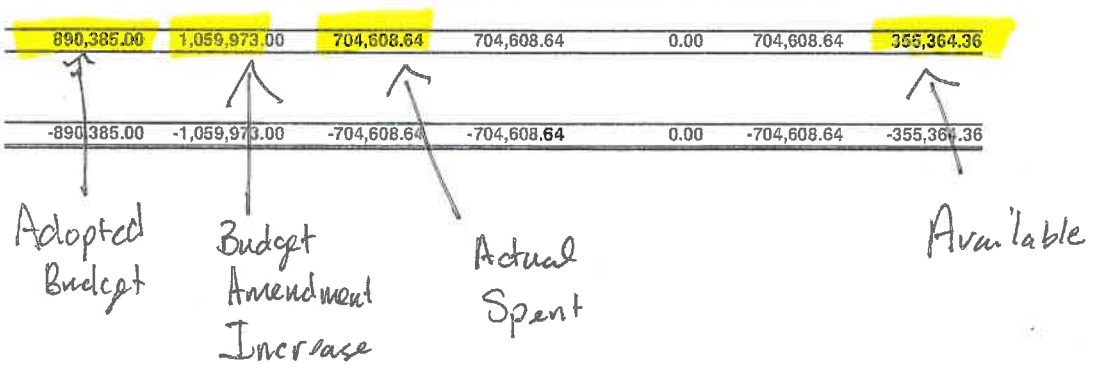


City of Kissimmee

Budget To Actuals Statement Report
Report Option: Income Statement
From Date: 10/01/2018 To Date: 09/30/2019
From Account: -05
To Account: -05
Run Date: 01/14/2026
User: spereira
Report by: Class
Wildcard Accounts :

Segments	Account Number	Account Name	Original Budget	Revised Budget	Actuals Date Range	Current YTD Actuals	Current YTD Enc	Total Committed	Budget Variance	Percent Remaining
	Revenues									
	Expenditures									
PERSONAL SERVICES :										
	0001-05-0510-514-5001212	REGULAR SALARIES & WAGES	422,627.00	422,627.00	426,703.92	426,703.92	0.00	426,703.92	-4,076.92	-1.00%
	0001-05-0510-514-5001517	SPECIAL PAY-INCENTIVE	9,521.00	10,381.00	7,817.06	7,817.06	0.00	7,817.06	2,563.94	25.00%
	0001-05-0510-514-5002121	FICA TAXES	33,059.00	33,125.00	28,302.50	28,302.50	0.00	28,302.50	4,822.50	15.00%
	0001-05-0510-514-5002222	RETIREMENT CONTRIBUTIONS	62,073.00	62,073.00	62,073.26	62,073.26	0.00	62,073.26	-0.26	0.00%
	0001-05-0510-514-5002323	LIFE AND HEALTH INSURANCE	47,329.00	47,329.00	47,329.00	47,329.00	0.00	47,329.00	0.00	0.00%
	0001-05-0510-514-5002424	WORKERS' COMPENSATION	901.00	901.00	900.00	900.00	0.00	900.00	1.00	0.00%
	0001-05-0520-514-5001212	REGULAR SALARIES & WAGES	34,630.00	34,630.00	34,963.35	34,963.35	0.00	34,963.35	-333.35	-1.00%
	0001-05-0520-514-5001517	SPECIAL PAY-INCENTIVE	0.00	215.00	215.00	215.00	0.00	215.00	0.00	0.00%
	0001-05-0520-514-5002121	FICA TAXES	2,649.00	2,665.00	2,686.27	2,686.27	0.00	2,686.27	-21.27	-1.00%
	0001-05-0520-514-5002222	RETIREMENT CONTRIBUTIONS	5,086.00	5,086.00	5,086.23	5,086.23	0.00	5,086.23	-0.23	0.00%
	0001-05-0520-514-5002323	LIFE AND HEALTH INSURANCE	11,642.00	11,642.00	11,642.00	11,642.00	0.00	11,642.00	0.00	0.00%
	0001-05-0520-514-5002424	WORKERS' COMPENSATION	87.00	87.00	84.00	84.00	0.00	84.00	3.00	3.00%
SubTotal : PERSONAL SERVICES			629,604.00	630,761.00	627,802.59	627,802.59	0.00	627,802.59	2,958.41	
OPERATING :										
	0001-05-0510-514-5003131	PROFESSIONAL SERVICES	235,000.00	367,655.00	93,047.82	93,047.82	0.00	93,047.82	274,607.18	75.00%
	0001-05-0510-514-5003434	OTHER CONTRACT SERVICES	31,000.00	48,301.00	10,011.19	10,011.19	0.00	10,011.19	38,289.81	79.00%
	0001-05-0510-514-5004041	TRAVEL AND PER DIEM	6,200.00	6,200.00	2,074.94	2,074.94	0.00	2,074.94	4,125.06	67.00%
	0001-05-0510-514-5004141	COMMUNICATION SERVICES	2,436.00	3,186.00	3,021.01	3,021.01	0.00	3,021.01	164.99	5.00%
	0001-05-0510-514-5004242	POSTAGE	600.00	278.00	243.85	243.85	0.00	243.85	34.15	12.00%
	0001-05-0510-514-5004545	GENERAL INSURANCE	13,564.00	13,564.00	13,560.00	13,560.00	0.00	13,560.00	4.00	0.00%
	0001-05-0510-514-5004649	VEHICLE MAINTENANCE	3,500.00	3,500.00	3,291.79	3,291.79	0.00	3,291.79	208.21	6.00%
	0001-05-0510-514-5004747	PRINTING	275.00	275.00	0.00	0.00	0.00	0.00	275.00	100.00%

Segments	Account Number	Account Name	Original Budget	Revised Budget	Actuals Date Range	Current YTD Actuals	Current YTD Enc	Total Committed	Budget Variance	Percent Remaining
	0001-05-0510-514-5004901	ADVERTISING	0.00	322.00	1,334.87	1,334.87	0.00	1,334.87	-1,012.87	-315.00%
	0001-05-0510-514-5004904	INDIRECT COSTS	-86,664.00	-91,246.00	-86,664.00	-86,664.00	0.00	-86,664.00	-4,582.00	5.00%
	0001-05-0510-514-5005151	OFFICE SUPPLIES	2,500.00	2,500.00	2,521.01	2,521.01	0.00	2,521.01	-21.01	-1.00%
	0001-05-0510-514-5005255	TOOLS & EQUIPMENT	800.00	1,450.00	805.70	805.70	0.00	805.70	644.30	44.00%
	0001-05-0510-514-5005259	FUEL	3,000.00	3,000.00	1,764.94	1,764.94	0.00	1,764.94	1,235.06	41.00%
	0001-05-0510-514-5005454	BOOKS & PUBLICATIONS	19,660.00	19,660.00	17,599.81	17,599.81	0.00	17,599.81	2,060.19	10.00%
	0001-05-0510-514-5005455	DUES, SUBSCRIPTIONS & MEMBERSHIPS	6,175.00	6,175.00	5,906.39	5,906.39	0.00	5,906.39	268.61	4.00%
	0001-05-0510-514-5005555	TRAINING	2,775.00	3,025.00	1,364.00	1,364.00	0.00	1,364.00	1,661.00	55.00%
	0001-05-0520-514-5003131	PROFESSIONAL SERVICES	10,000.00	31,407.00	1,013.75	1,013.75	0.00	1,013.75	30,393.25	97.00%
	0001-05-0520-514-5003434	OTHER CONTRACT SERVICES	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00	100.00%
	0001-05-0520-514-5004141	COMMUNICATION SERVICES	660.00	660.00	576.22	576.22	0.00	576.22	83.78	13.00%
	0001-05-0520-514-5004242	POSTAGE	1,000.00	1,000.00	201.11	201.11	0.00	201.11	798.89	80.00%
	0001-05-0520-514-5004747	PRINTING	100.00	100.00	0.00	0.00	0.00	0.00	100.00	100.00%
	0001-05-0520-514-5005151	OFFICE SUPPLIES	2,500.00	2,500.00	684.65	684.65	0.00	684.65	1,815.35	73.00%
SubTotal : OPERATING			256,081.00	424,512.00	72,359.05	72,359.05	0.00	72,359.05	352,152.95	
CAPITAL OUTLAY :										
	0001-05-0510-514-5006494	MACHINERY & EQUIPMENT-EQUIPMENT	3,200.00	3,200.00	3,143.00	3,143.00	0.00	3,143.00	57.00	2.00%
	0001-05-0520-514-5006494	MACHINERY & EQUIPMENT-EQUIPMENT	1,500.00	1,500.00	1,304.00	1,304.00	0.00	1,304.00	196.00	13.00%
SubTotal : CAPITAL OUTLAY			4,700.00	4,700.00	4,447.00	4,447.00	0.00	4,447.00	253.00	
Total Expenditures			890,385.00	1,059,973.00	704,608.64	704,608.64	0.00	704,608.64	355,364.36	
Revenues Less Expenditures			-890,385.00	-1,059,973.00	-704,608.64	-704,608.64	0.00	-704,608.64	-355,364.36	

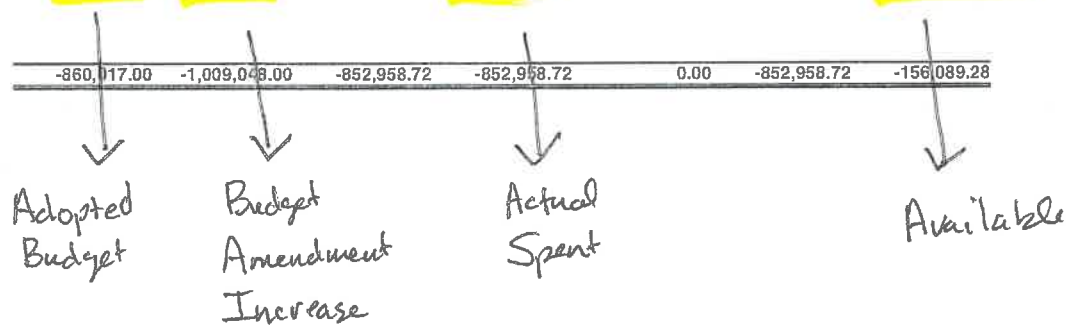


City of Kissimmee

Budget To Actuals Statement Report
Report Option: Income Statement
From Date: 10/01/2017 To Date: 09/30/2018
From Account: -05
To Account: -05
Run Date: 01/14/2026
User: spereira
Report by: Class
Wildcard Accounts :

Segments	Account Number	Account Name	Original Budget	Revised Budget	Actuals Date Range	Current YTD Actuals	Current YTD Enc	Total Committed	Budget Variance	Percent Remaining
	Revenues									
	Expenditures									
PERSONAL SERVICES :										
	0001-05-0510-514-5001212	REGULAR SALARIES & WAGES	403,027.00	403,027.00	396,120.62	396,120.62	0.00	396,120.62	6,906.38	2.00%
	0001-05-0510-514-5001517	SPECIAL PAY-INCENTIVE	4,256.00	4,856.00	3,128.34	3,128.34	0.00	3,128.34	1,727.66	36.00%
	0001-05-0510-514-5002121	FICA TAXES	31,157.00	31,203.00	25,872.09	25,872.09	0.00	25,872.09	5,330.91	17.00%
	0001-05-0510-514-5002222	RETIREMENT CONTRIBUTIONS	59,833.00	59,833.00	59,917.13	59,917.13	0.00	59,917.13	-84.13	0.00%
	0001-05-0510-514-5002323	LIFE AND HEALTH INSURANCE	45,257.00	45,257.00	45,256.98	45,256.98	0.00	45,256.98	0.02	0.00%
	0001-05-0510-514-5002424	WORKERS' COMPENSATION	862.00	862.00	864.00	864.00	0.00	864.00	-2.00	0.00%
	0001-05-0520-514-5001212	REGULAR SALARIES & WAGES	32,930.00	32,930.00	32,950.33	32,950.33	0.00	32,950.33	-20.33	0.00%
	0001-05-0520-514-5001517	SPECIAL PAY-INCENTIVE	0.00	150.00	150.00	150.00	0.00	150.00	0.00	0.00%
	0001-05-0520-514-5002121	FICA TAXES	2,519.00	2,530.00	2,527.23	2,527.23	0.00	2,527.23	2.77	0.00%
	0001-05-0520-514-5002222	RETIREMENT CONTRIBUTIONS	4,889.00	4,889.00	4,898.79	4,898.79	0.00	4,898.79	-9.79	0.00%
	0001-05-0520-514-5002323	LIFE AND HEALTH INSURANCE	11,132.00	11,132.00	11,131.84	11,131.84	0.00	11,131.84	0.16	0.00%
	0001-05-0520-514-5002424	WORKERS' COMPENSATION	82.00	82.00	84.00	84.00	0.00	84.00	-2.00	-2.00%
SubTotal : PERSONAL SERVICES			595,944.00	596,751.00	582,901.35	582,901.35	0.00	582,901.35	13,849.65	
OPERATING :										
	0001-05-0510-514-5003131	PROFESSIONAL SERVICES	235,000.00	303,931.00	219,129.44	219,129.44	0.00	219,129.44	84,801.56	28.00%
	0001-05-0510-514-5003434	OTHER CONTRACT SERVICES	20,400.00	71,583.00	53,632.00	53,632.00	0.00	53,632.00	17,951.00	25.00%
	0001-05-0510-514-5004041	TRAVEL AND PER DIEM	16,200.00	16,200.00	5,067.98	5,067.98	0.00	5,067.98	11,132.02	69.00%
	0001-05-0510-514-5004141	COMMUNICATION SERVICES	2,436.00	2,436.00	2,322.02	2,322.02	0.00	2,322.02	113.98	5.00%
	0001-05-0510-514-5004242	POSTAGE	600.00	1,100.00	682.12	682.12	0.00	682.12	417.88	38.00%
	0001-05-0510-514-5004545	GENERAL INSURANCE	14,840.00	14,840.00	14,844.00	14,844.00	0.00	14,844.00	-4.00	0.00%
	0001-05-0510-514-5004649	VEHICLE MAINTENANCE	2,500.00	2,500.00	2,767.73	2,767.73	0.00	2,767.73	-267.73	-11.00%
	0001-05-0510-514-5004747	PRINTING	250.00	250.00	0.00	0.00	0.00	0.00	250.00	100.00%

Segments	Account Number	Account Name	Original Budget	Revised Budget	Actuals Date Range	Current YTD Actuals	Current YTD Enc	Total Committed	Budget Variance	Percent Remaining
	0001-05-0510-514-5004904	INDIRECT COSTS	-76,373.00	-76,373.00	-76,368.00	-76,368.00	0.00	-76,368.00	-5.00	0.00%
	0001-05-0510-514-5005151	OFFICE SUPPLIES	2,000.00	2,000.00	2,006.03	2,006.03	0.00	2,006.03	-6.03	0.00%
	0001-05-0510-514-5005255	TOOLS & EQUIPMENT	0.00	1,860.00	2,067.04	2,067.04	0.00	2,067.04	-207.04	-11.00%
	0001-05-0510-514-5005259	FUEL	2,500.00	2,500.00	2,350.78	2,350.78	0.00	2,350.78	149.22	6.00%
	0001-05-0510-514-5005454	BOOKS & PUBLICATIONS	19,660.00	28,160.00	25,481.66	25,481.66	0.00	25,481.66	2,678.34	10.00%
	0001-05-0510-514-5005455	DUES, SUBSCRIPTIONS & MEMBERSHIPS	6,175.00	6,175.00	5,485.41	5,485.41	0.00	5,485.41	689.59	11.00%
	0001-05-0510-514-5005555	TRAINING	1,625.00	1,625.00	1,789.00	1,789.00	0.00	1,789.00	-164.00	-10.00%
	0001-05-0520-514-5003131	PROFESSIONAL SERVICES	10,000.00	25,150.00	3,742.50	3,742.50	0.00	3,742.50	21,407.50	85.00%
	0001-05-0520-514-5003434	OTHER CONTRACT SERVICES	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00	100.00%
	0001-05-0520-514-5004141	COMMUNICATION SERVICES	660.00	660.00	674.60	674.60	0.00	674.60	-14.60	-2.00%
	0001-05-0520-514-5004242	POSTAGE	1,000.00	1,000.00	328.76	328.76	0.00	328.76	671.24	67.00%
	0001-05-0520-514-5004747	PRINTING	100.00	100.00	0.00	0.00	0.00	0.00	100.00	100.00%
	0001-05-0520-514-5005151	OFFICE SUPPLIES	500.00	500.00	173.30	173.30	0.00	173.30	326.70	65.00%
	0001-05-0520-514-5005255	TOOLS & EQUIPMENT	0.00	1,000.00	908.00	908.00	0.00	908.00	92.00	9.00%
SubTotal : OPERATING			261,073.00	408,197.00	267,084.37	267,084.37	0.00	267,084.37	141,112.63	
CAPITAL OUTLAY :										
	0001-05-0510-514-5006494	MACHINERY & EQUIPMENT-EQUIPMENT	1,500.00	2,600.00	1,486.50	1,486.50	0.00	1,486.50	1,113.50	43.00%
	0001-05-0520-514-5006494	MACHINERY & EQUIPMENT-EQUIPMENT	1,500.00	1,500.00	1,486.50	1,486.50	0.00	1,486.50	13.50	1.00%
SubTotal : CAPITAL OUTLAY			3,000.00	4,100.00	2,973.00	2,973.00	0.00	2,973.00	1,127.00	
Total Expenditures			860,017.00	1,009,048.00	852,958.72	852,958.72	0.00	852,958.72	156,089.28	
Revenues Less Expenditures			-860,017.00	-1,009,048.00	-852,958.72	-852,958.72	0.00	-852,958.72	-156,089.28	



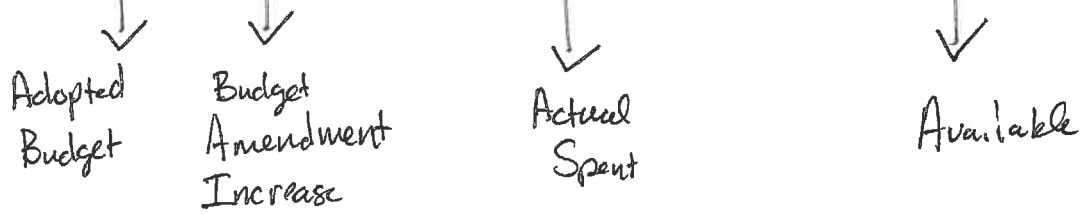
City of Kissimmee

Budget To Actuals Statement Report

Report Option: Income Statement
From Date: 10/01/2016 To Date: 09/30/2017
From Account: -05
To Account: -05
Run Date: 01/14/2026
User: spereira
Report by: Class
Wildcard Accounts :

Segments	Account Number	Account Name	Original Budget	Revised Budget	Actuals Date Range	Current YTD Actuals	Current YTD Enc	Total Committed	Budget Variance	Percent Remaining
	Revenues									
	Expenditures									
PERSONAL SERVICES :										
	0001-05-0510-514-5001212	REGULAR SALARIES & WAGES	383,835.00	383,835.00	384,345.94	384,345.94	0.00	384,345.94	-510.94	0.00%
	0001-05-0510-514-5001517	SPECIAL PAY-INCENTIVE	4,746.00	5,346.00	4,855.04	4,855.04	0.00	4,855.04	490.96	9.00%
	0001-05-0510-514-5002121	FICA TAXES	29,726.00	29,772.00	25,307.01	25,307.01	0.00	25,307.01	4,464.99	15.00%
	0001-05-0510-514-5002222	RETIREMENT CONTRIBUTIONS	53,720.00	53,720.00	53,645.00	53,645.00	0.00	53,645.00	75.00	0.00%
	0001-05-0510-514-5002323	LIFE AND HEALTH INSURANCE	44,430.00	44,430.00	44,430.15	44,430.15	0.00	44,430.15	-0.15	0.00%
	0001-05-0510-514-5002424	WORKERS' COMPENSATION	824.00	824.00	828.00	828.00	0.00	828.00	-4.00	0.00%
	0001-05-0520-514-5001212	REGULAR SALARIES & WAGES	37,493.00	37,493.00	30,966.94	30,966.94	0.00	30,966.94	6,526.06	17.00%
	0001-05-0520-514-5001517	SPECIAL PAY-INCENTIVE	0.00	150.00	75.00	75.00	0.00	75.00	75.00	50.00%
	0001-05-0520-514-5002121	FICA TAXES	2,868.00	2,879.00	2,369.59	2,369.59	0.00	2,369.59	509.41	18.00%
	0001-05-0520-514-5002222	RETIREMENT CONTRIBUTIONS	5,247.00	5,247.00	4,383.00	4,383.00	0.00	4,383.00	864.00	16.00%
	0001-05-0520-514-5002323	LIFE AND HEALTH INSURANCE	10,937.00	10,937.00	10,936.75	10,936.75	0.00	10,936.75	0.25	0.00%
	0001-05-0520-514-5002424	WORKERS' COMPENSATION	97.00	97.00	96.00	96.00	0.00	96.00	1.00	1.00%
SubTotal : PERSONAL SERVICES			573,923.00	574,730.00	562,238.42	562,238.42	0.00	562,238.42	12,491.58	
OPERATING :										
	0001-05-0510-514-5003131	PROFESSIONAL SERVICES	1,029,000.00	954,300.00	232,368.35	232,368.35	0.00	232,368.35	721,931.65	76.00%
	0001-05-0510-514-5003434	OTHER CONTRACT SERVICES	20,400.00	30,400.00	19,216.86	19,216.86	0.00	19,216.86	11,183.14	37.00%
	0001-05-0510-514-5004041	TRAVEL AND PER DIEM	14,200.00	14,200.00	9,457.65	9,457.65	0.00	9,457.65	4,742.35	33.00%
	0001-05-0510-514-5004141	COMMUNICATION SERVICES	2,436.00	2,436.00	2,346.23	2,346.23	0.00	2,346.23	89.77	4.00%
	0001-05-0510-514-5004242	POSTAGE	600.00	600.00	335.03	335.03	0.00	335.03	264.97	44.00%
	0001-05-0510-514-5004545	GENERAL INSURANCE	15,331.00	15,331.00	15,336.00	15,336.00	0.00	15,336.00	-5.00	0.00%
	0001-05-0510-514-5004649	VEHICLE MAINTENANCE	1,500.00	3,000.00	3,818.50	3,818.50	0.00	3,818.50	-818.50	-27.00%
	0001-05-0510-514-5004747	PRINTING	250.00	250.00	17.25	17.25	0.00	17.25	232.75	93.00%

Segments	Account Number	Account Name	Original Budget	Revised Budget	Actuals Date Range	Current YTD Actuals	Current YTD Enc	Total Committed	Budget Variance	Percent Remaining
	0001-05-0510-514-5004904	INDIRECT COSTS	-80,854.00	-80,854.00	-80,856.00	-80,856.00	0.00	-80,856.00	2.00	0.00%
	0001-05-0510-514-5005151	OFFICE SUPPLIES	2,000.00	2,000.00	1,940.66	1,940.66	0.00	1,940.66	59.34	3.00%
	0001-05-0510-514-5005259	FUEL	2,500.00	2,500.00	2,278.43	2,278.43	0.00	2,278.43	221.57	9.00%
	0001-05-0510-514-5005454	BOOKS & PUBLICATIONS	17,000.00	32,000.00	22,234.17	22,234.17	0.00	22,234.17	9,765.83	31.00%
	0001-05-0510-514-5005455	DUES, SUBSCRIPTIONS & MEMBERSHIPS	6,175.00	6,175.00	5,508.28	5,508.28	0.00	5,508.28	666.72	11.00%
	0001-05-0510-514-5005555	TRAINING	1,075.00	1,075.00	1,225.00	1,225.00	0.00	1,225.00	-150.00	-14.00%
	0001-05-0520-514-5003131	PROFESSIONAL SERVICES	20,000.00	20,000.00	3,850.00	3,850.00	0.00	3,850.00	16,150.00	81.00%
	0001-05-0520-514-5003434	OTHER CONTRACT SERVICES	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00	100.00%
	0001-05-0520-514-5004141	COMMUNICATION SERVICES	1,120.00	1,120.00	611.56	611.56	0.00	611.56	508.44	45.00%
	0001-05-0520-514-5004242	POSTAGE	1,000.00	1,000.00	177.30	177.30	0.00	177.30	822.70	82.00%
	0001-05-0520-514-5004747	PRINTING	100.00	100.00	0.00	0.00	0.00	0.00	100.00	100.00%
	0001-05-0520-514-5005151	OFFICE SUPPLIES	1,000.00	1,000.00	125.76	125.76	0.00	125.76	874.24	87.00%
SubTotal : OPERATING			1,055,833.00	1,007,633.00	239,991.03	239,991.03	0.00	239,991.03	767,641.97	
CAPITAL OUTLAY :										
	0001-05-0510-514-5006191	LAND	0.00	68,200.00	68,200.00	68,200.00	0.00	68,200.00	0.00	0.00%
	0001-05-0510-514-5006494	MACHINERY & EQUIPMENT-EQUIPMENT	0.00	1,100.00	0.00	0.00	0.00	0.00	1,100.00	100.00%
SubTotal : CAPITAL OUTLAY			0.00	69,300.00	68,200.00	68,200.00	0.00	68,200.00	1,100.00	
Total Expenditures			1,629,756.00	1,651,663.00	870,429.45	870,429.45	0.00	870,429.45	781,233.55	
Revenues Less Expenditures			-1,629,756.00	-1,651,663.00	-870,429.45	-870,429.45	0.00	-870,429.45	-781,233.55	



City of Kissimmee

Budget To Actuals Statement Report

Report Option: Income Statement
From Date: 10/01/2015 To Date: 09/30/2016
From Account: -05
To Account: -05
Run Date: 01/14/2026
User: spereira
Report by: Class
Wildcard Accounts :

Segments	Account Number	Account Name	Original Budget	Revised Budget	Actuals Date Range	Current YTD Actuals	Current YTD Enc	Total Committed	Budget Variance	Percent Remaining
	Revenues									
	Expenditures									
PERSONAL SERVICES :										
	0001-05-0510-514-5001212	REGULAR SALARIES & WAGES	372,517.00	372,517.00	354,358.35	354,358.35	0.00	354,358.35	18,158.65	5.00%
	0001-05-0510-514-5001517	SPECIAL PAY-INCENTIVE	4,458.00	4,908.00	4,438.00	4,438.00	0.00	4,438.00	470.00	10.00%
	0001-05-0510-514-5002121	FICA TAXES	28,839.00	28,873.00	23,513.33	23,513.33	0.00	23,513.33	5,359.67	19.00%
	0001-05-0510-514-5002222	RETIREMENT CONTRIBUTIONS	51,483.00	51,483.00	51,483.00	51,483.00	0.00	51,483.00	0.00	0.00%
	0001-05-0510-514-5002323	LIFE AND HEALTH INSURANCE	44,781.00	44,781.00	44,780.93	44,780.93	0.00	44,780.93	0.07	0.00%
	0001-05-0510-514-5002424	WORKERS' COMPENSATION	1,006.00	1,006.00	1,008.00	1,008.00	0.00	1,008.00	-2.00	0.00%
	0001-05-0520-514-5001212	REGULAR SALARIES & WAGES	35,694.00	35,694.00	21,101.36	21,101.36	0.00	21,101.36	14,592.64	41.00%
	0001-05-0520-514-5001517	SPECIAL PAY-INCENTIVE	0.00	150.00	150.00	150.00	0.00	150.00	0.00	0.00%
	0001-05-0520-514-5002121	FICA TAXES	2,731.00	2,742.00	1,624.96	1,624.96	0.00	1,624.96	1,117.04	41.00%
	0001-05-0520-514-5002222	RETIREMENT CONTRIBUTIONS	4,896.00	4,896.00	4,896.00	4,896.00	0.00	4,896.00	0.00	0.00%
	0001-05-0520-514-5002323	LIFE AND HEALTH INSURANCE	10,966.00	10,966.00	10,965.80	10,965.80	0.00	10,965.80	0.20	0.00%
	0001-05-0520-514-5002424	WORKERS' COMPENSATION	96.00	96.00	96.00	96.00	0.00	96.00	0.00	0.00%
SubTotal : PERSONAL SERVICES			557,467.00	558,112.00	518,415.73	518,415.73	0.00	518,415.73	39,696.27	
OPERATING :										
	0001-05-0510-514-5003131	PROFESSIONAL SERVICES	210,000.00	210,085.00	125,143.27	125,143.27	0.00	125,143.27	84,941.73	40.00%
	0001-05-0510-514-5003434	OTHER CONTRACT SERVICES	20,400.00	20,400.00	14,194.87	14,194.87	0.00	14,194.87	6,205.13	30.00%
	0001-05-0510-514-5004041	TRAVEL AND PER DIEM	9,200.00	9,200.00	9,645.70	9,645.70	0.00	9,645.70	-445.70	-5.00%
	0001-05-0510-514-5004141	COMMUNICATION SERVICES	3,132.00	3,132.00	2,199.89	2,199.89	0.00	2,199.89	932.11	30.00%
	0001-05-0510-514-5004242	POSTAGE	600.00	600.00	537.53	537.53	0.00	537.53	62.47	10.00%
	0001-05-0510-514-5004545	GENERAL INSURANCE	13,031.00	13,031.00	13,032.00	13,032.00	0.00	13,032.00	-1.00	0.00%
	0001-05-0510-514-5004649	VEHICLE MAINTENANCE	1,500.00	1,500.00	1,320.07	1,320.07	0.00	1,320.07	179.93	12.00%
	0001-05-0510-514-5004747	PRINTING	150.00	150.00	22.50	22.50	0.00	22.50	127.50	85.00%

Segments	Account Number	Account Name	Original Budget	Revised Budget	Actuals Date Range	Current YTD Actuals	Current YTD Enc	Total Committed	Budget Variance	Percent Remaining
	0001-05-0510-514-5004904	INDIRECT COSTS	-79,530.00	-79,530.00	-77,172.00	-77,172.00	0.00	-77,172.00	-2,358.00	3.00%
	0001-05-0510-514-5005151	OFFICE SUPPLIES	2,000.00	2,000.00	1,540.05	1,540.05	0.00	1,540.05	459.95	23.00%
	0001-05-0510-514-5005255	TOOLS & EQUIPMENT	15,000.00	10,000.00	49.99	49.99	0.00	49.99	9,950.01	100.00%
	0001-05-0510-514-5005259	FUEL	3,200.00	2,017.00	1,966.45	1,966.45	0.00	1,966.45	50.55	3.00%
	0001-05-0510-514-5005261	SPECIAL FUNCTION	0.00	0.00	1,529.51	1,529.51	0.00	1,529.51	-1,529.51	0.00%
	0001-05-0510-514-5005454	BOOKS & PUBLICATIONS	15,000.00	15,000.00	16,576.77	16,576.77	0.00	16,576.77	-1,576.77	-11.00%
	0001-05-0510-514-5005455	DUES, SUBSCRIPTIONS & MEMBERSHIPS	3,175.00	3,175.00	3,882.52	3,882.52	0.00	3,882.52	-707.52	-22.00%
	0001-05-0510-514-5005555	TRAINING	800.00	800.00	1,240.00	1,240.00	0.00	1,240.00	-440.00	-55.00%
	0001-05-0520-514-5003131	PROFESSIONAL SERVICES	20,000.00	20,000.00	11,004.11	11,004.11	0.00	11,004.11	8,995.89	45.00%
	0001-05-0520-514-5003434	OTHER CONTRACT SERVICES	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00	100.00%
	0001-05-0520-514-5004141	COMMUNICATION SERVICES	660.00	660.00	975.51	975.51	0.00	975.51	-315.51	-48.00%
	0001-05-0520-514-5004242	POSTAGE	1,000.00	1,000.00	194.45	194.45	0.00	194.45	805.55	81.00%
	0001-05-0520-514-5004747	PRINTING	100.00	100.00	171.73	171.73	0.00	171.73	-71.73	-72.00%
	0001-05-0520-514-5005151	OFFICE SUPPLIES	1,000.00	1,000.00	1,184.59	1,184.59	0.00	1,184.59	-184.59	-18.00%
	0001-05-0520-514-5005255	TOOLS & EQUIPMENT	3,000.00	3,000.00	79.98	79.98	0.00	79.98	2,920.02	97.00%
SubTotal : OPERATING			244,418.00	238,320.00	129,319.49	129,319.49	0.00	129,319.49	109,000.51	
CAPITAL OUTLAY :										
	0001-05-0510-514-5006494	MACHINERY & EQUIPMENT-EQUIPMENT	1,100.00	2,200.00	1,025.51	1,025.51	0.00	1,025.51	1,174.49	53.00%
SubTotal : CAPITAL OUTLAY			1,100.00	2,200.00	1,025.51	1,025.51	0.00	1,025.51	1,174.49	
Total Expenditures			802,985.00	798,632.00	648,760.73	648,760.73	0.00	648,760.73	149,871.27	
Revenues Less Expenditures			-802,985.00	-798,632.00	-648,760.73	-648,760.73	0.00	-648,760.73	-149,871.27	

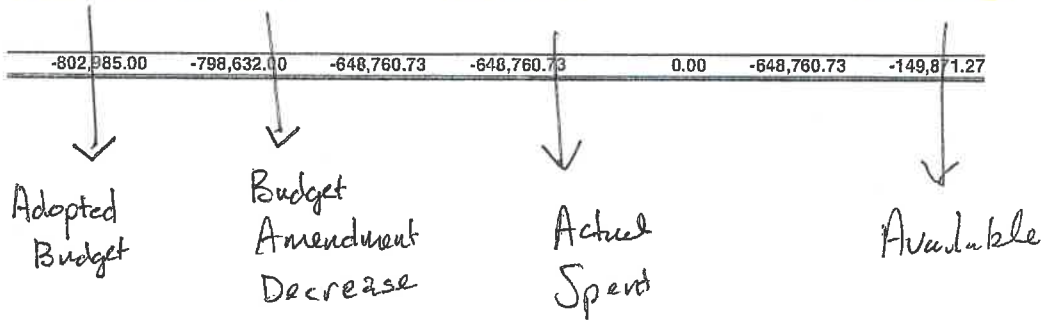


EXHIBIT "K"

LAST MEETING STATEMENT RECORD COPY

STATEMENT FROM KISSIMMEE MAYOR JACKIE ESPINOSA

TONIGHT, I MAKE THIS STATEMENT AFTER MORE THAN A YEAR OF THOUGHTFUL CONSIDERATION, OBSERVATION, AND REVIEW.

SINCE BEING ELECTED, I HAVE HAD ONGOING CONCERNS REGARDING THE CAPABILITY, JUDGMENT, RESPONSIVENESS, AND OVERALL WORK PRODUCT OF THE CITY ATTORNEY.

UNFORTUNATELY, THIS INCIDENT WAS NOT ISOLATED.

OVER THE COURSE OF THE PAST TEN YEARS, THE CITY OF KISSIMMEE HAS EXPENDED $2.9 MILLION DOLLARS OF TAXPAYER FUNDS ON OUTSIDE LEGAL COUNSEL, DESPITE MAINTAINING THREE FULL-TIME CITY ATTORNEYS AND THE CITY ATTORNEY HOLDING A SPECIAL DESIGNATION AS A MUNICIPAL GOVERNMENT ATTORNEY. EVEN AFTER PRIOR COMMISSIONS APPROVED ADDITIONAL STAFFING WITHIN THE LEGAL DEPARTMENT, OUTSIDE COUNSEL EXPENDITURES CONTINUED RAISING SERIOUS CONCERNS REGARDING DEPARTMENTAL EFFICIENCY, OVERSIGHT, AND FISCAL STEWARDSHIP.

ADDITIONALLY, IN THIS SAME COURSE OF THE TENURE CITY ATTORNEY SINCE 2020, YOUR DEPARTMENT HAS OVERSTATED THEIR ANNUAL BUDGET BY OVER $3.4 MILLION DOLLARS WHICH IS A GROSS MISMANAGEMENT OF OUR TAXPAYERS HARD EARNED MONEY. IN FISCAL YEAR 2025, THE DEPARTMENT'S BUDGET WAS OVERSTATED BY $911,000 AND THIS FISCAL YEAR IT SEEMS TO BE OVERSTATED BY $500,000 WHICH IS THE CONTINUED CARRY FORWARD FUNDS THAT HAVE BEEN PADDED IN THE DEPARTMENT BUDGET YEAR OVER YEAR WHICH IS ABOUT 47% OF THE DEPARTMENT BUDGET.

BEYOND THESE MATTERS, THE CITY HAS RECEIVED NUMEROUS INTERNAL AND EXTERNAL COMPLAINTS REGARDING UNRESPONSIVENESS, PROLONGED DELAYS, AND FAILURE TO MEET TIMELINES — DELAYS THAT HAVE DIRECTLY RESULTED IN FINANCIAL LOSSES, PROJECT SETBACKS, AND INCREASED LEGAL COSTS FOR OUR PARTNERS AND TAXPAYERS.

THESE CONCERNS INCLUDE, BUT ARE NOT LIMITED TO:

- REPEATED COMPLAINTS FROM THE KISSIMMEE GATEWAY AIRPORT HOTEL DEVELOPMENT PARTNER REGARDING DELAYS AND LACK OF TIMELY LEGAL COORDINATION.
- FAILURES INVOLVING THE KISSIMMEE POLICE DEPARTMENT, INCLUDING THE FRATERNAL ORDER OF POLICE LABOR AGREEMENT NOT BEING TRANSMITTED BY THE CITY ATTORNEY'S OFFICE TO THE FINANCE DEPARTMENT, RESULTING IN **DELAYED** SALARY INCREASES FOR SWORN OFFICERS JUST PRIOR TO THE CHRISTMAS HOLIDAY.
- SIGNIFICANT DELAYS IN THE LIVE LOCAL ACT DEVELOPMENT WITH ALLIANCE COMPANIES AT LAKESIDE ESTATES, WHICH NOT ONLY IMPACTED THE DEVELOPER'S PROJECT TIMELINE BUT FORCED THE CITY TO

INCUR ADDITIONAL OUTSIDE LEGAL EXPENSES DUE TO INTERNAL INACTION.

- MONTHS DELAY IN COMMISSIONER REQUESTED ORDINANCE REQUESTS THAT ARE ON A STATUTORY DEADLINE TO GET APPROVAL FOR UPCOMING ELECTION BALLOT SUBMISSION FOR CHARTER AMENDMENTS.

ADDITIONALLY, DURING THE DECEMBER 16, 2025, CITY COMMISSION MEETING, AGENDA ITEM 7D REGARDING THE LAKESIDE FIRE STATION AND DURBIN PARK COMMUNITY CENTER CONSTRUCTION RISK MANAGER CONTRACT, I REQUESTED LEGAL GUIDANCE DURING THE MEETING. THE RESPONSE I RECEIVED WAS, "THIS IS YOUR MEETING." THAT RESPONSE CONSTITUTED A FAILURE TO EXECUTE CONTRACTUAL DUTIES OWED TO THE COMMISSION AND THE RESIDENTS OF THIS CITY.

FURTHER CONCERNS INCLUDE THE CITY ATTORNEY'S FAILURE TO NOTIFY THE COMMISSION OF SCHEDULED ABSENCES, VACATIONS, OR DELEGATION OF AUTHORITY, CREATING GAPS IN LEGAL OVERSIGHT AND CONTINUITY OF OPERATIONS.

MORE RECENTLY, ISSUES INVOLVING THE KISSIMMEE POLICE DEPARTMENT ESCALATED FURTHER. THE CITY ATTORNEY FAILED TO PROVIDE APPROPRIATE GUIDANCE TO OUR NEWLY APPOINTED POLICE CHIEF, AND DURING PRIVATE CONVERSATIONS WITH ME, MADE PERSONAL AND DISPARAGING REMARKS THAT I FOUND UNPROFESSIONAL AND DEEPLY INAPPROPRIATE.

COMPOUNDING THESE ISSUES WAS THE FAILURE TO PROPERLY MANAGE AND ADVISE ON A FEDERALLY GOVERNED STATUTORY PROCESS, PLACING THE CITY AT UNNECESSARY LEGAL RISK AND CREATING OPERATIONAL CONFUSION.

AT OUR JANUARY 20, 2026, CITY COMMISSION MEETING, THE CITY ATTORNEY PER THE STATEMENT BY COMMISSIONER MARTINEZ GAVE LEGAL GUIDANCE TO RECUSE HERSELF FROM VOTING ON AGENDA ITEM 8A, WHICH BASED ON FLORIDA STATE STATUTE 112.3143.(3)(A) REQUIRED THE COMMISSIONER TO STATE OUTLOUD AND IN PLAIN LANGUAGE NOT ONLY THAT THEY ARE RECUSING THEMSELVES FROM THE VOTE BUT THE NATURE OF THE RELATIONSHIP OR PURPOSE CAUSING THE CONFLICT AND HOW IT RELATES TO THE AGENDA ITEM. THE FAILURE BY THE ATTORNEY HAS NOW CAUSED A POTENTIAL ETHICS VIOLATION FOR COMMISSIONER MARTINEZ WHICH IS UNACCEPTABLE.

MOST TROUBLING IS A RECENT CREDIBLE ALLEGATION INVOLVING THE UNAUTHORIZED DISTRIBUTION OF CITY DOCUMENTS TO MEMBERS OF THE MEDIA WITHOUT AUTHORIZATION OR APPROVAL, ALLEGEDLY FOR PERSONAL BENEFIT AND IN A MANNER THAT CAUSED REPUTATIONAL HARM TO THE CITY OF KISSIMMEE.

IF SUBSTANTIATED, SUCH CONDUCT WOULD REPRESENT A SERIOUS VIOLATION OF CITY POLICY, PROFESSIONAL ETHICAL STANDARDS, AND THE FUNDAMENTAL TRUST PLACED IN THE CITY'S CHIEF LEGAL OFFICER.

TAKEN COLLECTIVELY, THE REPEATED FAILURES IN LEGAL JUDGMENT, INEFFECTIVE MANAGEMENT, EXCESSIVE RELIANCE ON OUTSIDE COUNSEL, BREAKDOWNS IN RESPONSIVENESS, GOVERNANCE CONCERNS, AND THE ALLEGED UNAUTHORIZED RELEASE OF CONFIDENTIAL CITY RECORDS, I HAVE LOST CONFIDENCE IN THE CITY ATTORNEY'S ABILITY TO EFFECTIVELY, ETHICALLY, AND COMPETENTLY FULFILL THE DUTIES OF HER OFFICE.

I DO NOT MAKE THIS STATEMENT LIGHTLY.

SERVING AS MAYOR REQUIRES DIFFICULT DECISIONS, PARTICULARLY WHEN THEY INVOLVE SENIOR LEADERSHIP. HOWEVER, MY RESPONSIBILITY IS TO PROTECT THE INTEGRITY OF OUR GOVERNMENT, THE TRUST OF OUR RESIDENTS, THE PROPER STEWARDSHIP OF TAXPAYER DOLLARS, AND THE PROFESSIONAL OPERATION OF THIS ORGANIZATION.

FOR THESE REASONS, I BELIEVE IT IS IN THE BEST INTEREST OF THE CITY OF KISSIMMEE TO MOVE IN A NEW DIRECTION.

ACCORDINGLY, I AM CALLING FOR A MOTION FOR THE IMMEDIATE TERMINATION OF THE CITY ATTORNEY.

ITEM 7.B
Use of Sourcewell Contract for Citywide Construction and Repair Services

Request

Request approval to use the Sourcewell ezIQC Job Order Contracts (JOC), Contract 091620-GGI, managed by the Gordian Group (Contract # 20260149), for Indefinite Quantity Construction (IQC) services.

Explanation

Job Order Contracting (JOC) is a procurement approach that allows facility owners to complete a wide range of repair, maintenance, and construction projects under a single, competitively awarded, indefinite quantity contract. This method eliminates the need for the traditional design-bid-construct cycle for each project, streamlining delivery and cutting administrative costs.

Sourcewell's Contract 091620-GGI—known as the ezIQC JOC program and managed by the Gordian Group—offers access to regionally pre-qualified contractors across Florida. These contractors provide comprehensive services, including project management, labor, materials, equipment, and incidental design support.

The contract also meets all relevant federal procurement standards under 2 CFR 200, making it eligible for FEMA reimbursement when applicable. Participating contractors are fully informed of and comply with these federal documentation requirements.

As a registered Sourcewell member, the City of Kissimmee can use this contract to efficiently complete small- to mid-sized infrastructure, repair, and facility projects. Sourcewell's Construction Task Catalog (CTC) includes unit prices and technical specifications, allowing the City to quickly create task orders with predictable costs and procurement compliance.

Using this contract is expected to speed up project delivery, shorten procurement lead times, and help ensure timely completion of various City repair and capital improvement projects.

Recommendation

Approval for the authorization of Sourcewell Contract 091620-GGI, managed by the Gordian Group, as an additional procurement method to conduct city-wide construction, repair, and maintenance services under an Indefinite Quantity Construction model.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. (S) The Gordian Group Agreement

AGREEMENT BETWEEN CITY OF KISSIMMEE
AND
THE GORDIAN GROUP, INC.

THIS AGREEMENT is made this 3rd day of March, 2026 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "CITY", and **THE GORDIAN GROUP, INC.**, whose address is 30 Patewood Drive, Suite 350, Greenville, South Carolina 29615, hereinafter "CONTRACTOR", collectively hereinafter the "Parties", and each represents as follows:

WITNESSETH

WHEREAS, City requires ongoing repair, maintenance, and construction services to support its current projects and anticipated future projects; and

WHEREAS, Sourcewell, a council of governments of which the City is a member, has created a cooperative purchasing program; and

WHEREAS, pursuant to the City's Purchasing Manual, the City may procure goods and services from bids or proposals through cooperative purchasing agreements with the State of Florida or any of its governmental subdivisions; and

WHEREAS, pursuant to a competitive bidding and selection process, Sourcewell, a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota, entered into "ezIQC Job Order Contracts (JOC) Contract 091620-GGI", hereinafter the "Master Agreement," with Contractor which is attached hereto and incorporated herein as "**Exhibit A**"; and

WHEREAS, Job Order Contracting (JOC) is a distinctive form of Indefinite Quantity Construction (IQC) contract that allows facility owners to perform numerous repair, maintenance, and construction projects pursuant to one competitively procured contract; and

WHEREAS, the City has determined that it is economically advantageous and in the City's best interests to enter into a contract with the Contractor in order to streamline staff efforts to meet the documentation requirements of 2 CFR Part 200 by utilizing a construction task catalog with predefined costs and technical specifications under an indefinite quantity/delivery model; 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 specifically incorporated herein.

2. **SERVICES.** Contractor will provide Indefinite Quantity Construction (IQC) services through regionally selected firms throughout Florida.

3. **TERM.** The term of this Agreement shall be from the time of execution of the contract through October 1, 2027, the date of the expiration of the current term of Amendment 1 to the Master Purchase Agreement.

4. **INSURANCE.** During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:

   A. **Workers Compensation**: Contractor will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than $500,000 per accident for bodily injury by accident, $500,000 policy limit for bodily injury by disease, and $500,000 for each employee for bodily injury or disease. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

   B. **Comprehensive General Liability**: Contractor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
   Minimum Limits:
   $1,000,000 each occurrence Bodily Injury and Property Damage
   $1,000,000 Personal and Advertising Injury
   $2,000,000 aggregate for Products-Completed operations
   $2,000,000 general aggregate

   C. **Comprehensive Automobile Liability**: The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than $1,000,000 for each accident, combined single limit.

   D. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**: Contractor will maintain coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under this Contract.
   Minimum Limits:
   $2,000,000 per claim or event
   $2,000,000 – annual aggregate

E. **Network Security and Privacy Liability Insurance**: Contractor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
Minimum limits:
$1,000,000 per occurrence
$1,000,000 annual aggregate

Prior to commencing under this Contract, Contractor must furnish to City a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to City pursuant to the Notice requirements below. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include that there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Contractor. Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against City and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

5. **RELATIONSHIP BETWEEN THE PARTIES.** This Agreement does not create an employee-employer relationship between the City and Contractor. Contractor is an independent contractor of the City and will be in control of the means and the method in which the requested work is performed. As an independent contractor, Contractor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Agreement; and Contractor agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

6. **TERMINATION**.

a. City may terminate this Agreement, 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 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 task 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 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 services 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.

7. **INDEMNIFICATION.** Contractor must indemnify, save, and hold City, including its agents and employees, harmless from any third party claims or causes of action, including attorneys' fees, to the extent arising out of the Contractor's negligence, willful misconduct, or violation of law, in the course of the performance of this Contract by the Contractor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by Contractor under this Contract.

   As applicable, Contractor agrees to indemnify and hold harmless City against any and all suits, claims, judgments, and costs instituted or recovered against City by any person on account of the use of any services by City performed by Contractor in violation of applicable patent or copyright laws. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

   EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

   EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

8. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement in accordance with the provisions of Paragraph 6 above. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.

9. **NON-ASSIGNMENT.** Contractor shall not, without prior consent of the City, assign this contract or any portion hereof, provided such consent is not unreasonably withheld, conditioned, or delayed. This Agreement is hereby deemed to be of a personal service

contact nature, thus, subcontracting any portion of this Agreement is prohibited unless Contractor obtains the City's prior written consent.

10. **INTELLECTUAL PROPERTY.** Contractor shall own all rights, title and interest in its preexisting intellectual property. Contractor's preexisting intellectual property includes Contractor's Job Order Contracting System and other related software and proprietary materials (collectively referred to as "Proprietary Information"). The City's use of Contractor's Proprietary Information is governed by the terms of the JOC System License as set forth in Exhibit A. For the avoidance of doubt, any references in the JOC System License to Sourcewell shall be deemed to mean the City.

11. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

12. **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.

13. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.

14. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:
City Attorney's Office
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:
Matthew L. Bausher
Chief Customer Officer
The Gordian Group, Inc.
30 Patewood Drive, Suite 350
Greenville, SC 29615

15. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party shall be binding only upon mutual written agreement of the Parties.

16. **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.org, and 101 Church Street, Kissimmee, Florida 34741.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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

17. **COMPLIANCE WITH LAWS AND REGULATIONS.** In performing under this

Agreement, the Parties, shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any violation of said law, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement.

18. **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.

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

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

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

21. **NONDISCRIMINATION.** Contractor agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, 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.

22. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed as a waiver by the City of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

23. **HUMAN TRAFFICKING.** Contractor shall provide City with the affidavit provided in **"Exhibit B"** signed by an officer or representative of Contractor attesting, under penalty of perjury, that Contractor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

24. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Contractor represents and certifies that Contractor, and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source. Contractor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.

25. **FOREIGN COUNTRY OF CONCERN.** Contractor 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.

26. **ENTIRETY OF AGREEMENT.** This Agreement, together with corresponding Exhibits and together with Master Agreement referenced 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.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

THE GORDIAN GROUP, INC.

By: _____

Title: Chief Customer Officer

Date: 2/18/2026

STATE OF pa)
COUNTY OF bucks)

The foregoing instrument was acknowledged before me this 18th day of February, 2026, by means of ☒ physical presence or ☐ online notarization, by m. watson as notary for matthew bawsher, who is personally known to me or has produced identification.

Notary Seal:

Notary: melissa watson

Print Name: melissa jane watson

My Commission Expires: 9/25/2027

Commonwealth of Pennsylvania - Notary Seal
MELISSA J WATSON - Notary Public
Bucks County
My Commission Expires September 25, 2027
Commission Number 1438837

[City of Kissimmee signatures on following page.]

CITY OF KISSIMMEE

By:_____
Jackie Espinosa, Mayor-Commissioner

Date:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

EXHIBIT A
MASTER AGREEMENT

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SOURCEWELL
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is by and between **Sourcewell**, 202 12th Street Northeast, PO Box 219, Staples, MN 56479 and **The Gordian Group, Inc.**, 30 Patewood Drive, Suite 350, Greenville, SC 29615 (Gordian).

Sourcewell is in need of a vendor to perform services related to the ongoing management of its indefinite delivery/indefinite quantity construction contracting program for the benefit of Sourcewell participating entities (Services). Gordian is qualified and willing to perform the services described in this Agreement.

ARTICLE 1: TERM

A. **Term**. This Agreement will be effective September 16, 2020, and will remain in effect through October 1, 2025, unless earlier terminated pursuant to the terms of this Agreement. The Agreement may be extended by mutual agreement of the parties.

B. **Survival**. Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 8 and 9. All other rights will cease upon expiration or termination of this Agreement.

ARTICLE 2: GORDIAN'S DUTIES

Gordian will have the following duties and responsibilities in performing the services for Sourcewell (Services):

A. **Program Support**: Gordian will be responsible for the on-going support of the Sourcewell indefinite delivery/indefinite quantity construction contracting program (currently referred to as the Sourcewell ezIQC program).

B. **EZIQC Contract Administration**: Gordian will be responsible for assisting Sourcewell in the procurement of the contracts of Sourcewell-awarded EZIQC Contractors including:

1. Unit Price Book(s): For each Sourcewell EZIQC contract solicitation Gordian will prepare one or more customized Unit Price Books (also known as a Construction Task Catalog®) containing prices covering material, equipment and labor costs for various units of construction, and adjusting these costs to current market conditions and targeted geographies for the advertising and award of Sourcewell's EZIQC Contracts. Sourcewell and Gordian will mutually agree on the number of Unit Price Books included in each EZIQC Contract solicitation, and the number of geographic regions associated with each

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solicitation. All unit price books will be provided in electronic, read-only format and may only be distributed in the same format.

2. Technical Specifications: Gordian will prepare and publish Technical Specifications describing the materials, performance and installation requirements for each of the construction tasks listed in the Unit Price Book. All Technical Specifications will be provided in electronic, read-only format and may only be distributed in the same format.

3. Contractual Terms and Conditions and Bid Forms: Gordian will provide technical assistance to Sourcewell staff, as requested, in the preparation of contractual terms and conditions, and bid forms, which incorporate best practices for the execution of indefinite delivery/indefinite quantity construction contracts in accordance with the applicable procurement statutes in the jurisdiction where such EZIQC Contracts are being procured. Gordian will have final approval of the terms and conditions of the EZIQC Contracts as related exclusively to the ordering, processing, and execution of the projects procured by Participating Entities; payment terms; and minimum qualifications required for an EZIQC Contract award. Sourcewell will have final approval over all other content of the EZIQC Contracts except as set forth above.

4. Vendor Outreach and Development Support: Gordian will be responsible to develop a prospective vendor outreach list and make vendor outreach contacts via phone, email, virtual on-line, and in-person visits to potential Sourcewell solicitation respondents. Vendor development efforts will include distribution of Sourcewell marketing collateral developed and approved by Sourcewell. All vendor outreach efforts will be concluded, and all contact between Gordian and prospective vendors will be concluded on or before each solicitation's "Quiet Period" established by the Sourcewell Procurement Department. Sourcewell Procurement will provide reasonable advanced notice of the for the "Quiet Period" for each EZIQC Contract Solicitation, with the goal of providing notice no later than 10 days from the initiation of such Quiet Period. From the commencement of the Quiet Period until the announcement of contract awards by the Sourcewell Evaluation Committee, Gordian will cease communication with prospective respondents related to the solicitation and will immediately refer all inquiries to the Sourcewell Procurement Portal as the exclusive platform for submission of questions or communications related to the solicitation.

5. Procurement Support: Gordian will be responsible for providing Sourcewell with procurement support during the procurement of EZIQC Contracts, including advising Sourcewell on the appropriate method, duration, and publications for advertising each EZIQC Contract solicitation in the applicable jurisdictions. At the request of Sourcewell Procurement, and in light of COVID-19 pandemic restrictions implemented by various jurisdictions, Gordian will provide a recorded video presentation to be shared by Sourcewell during pre-bid meetings with interested bidders relating to the calculation of adjustment factors, the interpretation of the Unit Price Book, and other subject matter as deemed necessary by the parties. Gordian will make other presentations with and on behalf of Sourcewell relating to the EZIQC Program and solicitation process, including contractor

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training sessions, as deemed necessary by the parties. Sourcewell Procurement will determine if and when pre-recorded video presentations will be implemented, modified, or terminated.

6. Evaluation and Award: Sourcewell's Evaluation Committee will be responsible for all EZIQC Contract award determinations. Upon request, Gordian will provide technical assistance to the Sourcewell evaluation committee. Any Gordian participation in the Evaluation Committee will require compliance with Sourcewell's procurement protocols, in particular to those related to the handling and classification of government data and government procurement standards.

7. Standard Work: Gordian will work with Sourcewell in a mutually approved standard process for the execution of the EZIQC Contract solicitation process, such standard process will include, but not be limited to, the following tasks:

i. Initiation of a request for the solicitation of new EZIQC Contracts by either party;

ii. Comment on, and technical assistance with, the draft bid documents for Sourcewell solicitations, as requested by Sourcewell in timely manner;

iii. Development and delivery of pre-recorded video content and supporting materials necessary for pre-bid seminars to be conducted by Sourcewell, or in-person attendance at pre-bid conferences at the request of Sourcewell; and

iv. Technical assistance to the Sourcewell evaluation committee responsible for review, evaluation and award of EZIQC Contracts, as requested by Sourcewell.

C. **Information Management System**: Gordian will be responsible for providing the web-based JOC Information Management System (IMS) for an unlimited number of EZIQC Contractors for the purpose of executing work procured through the EZIQC Program. The JOC IMS must be capable of providing full project tracking, developing cost proposals, generating project documentation, providing project scheduling, tracking diverse supplier participation (W/MBE, SBE, and Veteran-Owned businesses), and generating standard program reports as requested by Sourcewell. Gordian will not be responsible for providing access to, or training on, the JOC IMS to Sourcewell or any Participating Entity in connection with the EZIQC Program.

D. **Onboarding and Training Programs**: Gordian will be responsible for developing and conducting all onboarding and training programs for the EZIQC Contractors to ensure that the EZIQC Program functions properly. Training and onboarding will be provided to newly-awarded Sourcewell EZIQC contractors within a reasonable time after contract award, with the goal of 30 days from the contract award date. Training will include sessions on the use of the JOC IMS, the Job Order development process, and the application and interpretation of the Construction Task Catalog. Onboarding sessions will include sales and marketing training, and associated marketing collateral as agreed upon by the parties. At the discretion of Gordian, such training and onboarding programs

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may be conducted onsite or via remote, web-based training sessions and will be conducted at Gordian's sole expense, excluding any expenses associated with Sourcewell's attendance of any training and onboarding sessions.

E. **Marketing Support**: Gordian will be responsible for providing Sourcewell with a designated representative to coordinate all associated marketing efforts relating to the EZIQC program. Gordian's designated marketing representative will be a member of the marketing department with primary responsibility for the marketing of the EZIQC Program. In addition, Gordian will:

1. Work with Sourcewell and exercise reasonable efforts to:

   i. Work with Sourcewell's designated representative to develop a joint marketing plan as agreed upon by both parties. The joint marketing plan may be amended, revised and updated as needed during the term of this Agreement with approval by both parties.

   ii. Will carry out Gordian's responsibilities under the joint marketing plan, as updated and amended by both parties, during the term of this Agreement;

   iii. Provide any marketing materials developed under the joint marketing plan to Sourcewell's designated marketing representative not less than 48 hours prior to publication. Sourcewell's failure to provide any objection to such marketing materials within 48 hours of receipt will be deemed an approval of such marketing materials;

   iv. Schedule and attend, not less than monthly, recurring calls with Sourcewell's designated marketing representative for continued coordination and collaboration on all marketing activities associated with the EZIQC Program including the Joint Marketing Plan; and,

   v. Provide a list of scheduled conferences and speaking engagements, updated monthly, which Gordian plans to attend and which relate to the promotion and marketing of the EZIQC Program.

2. Be responsible for all costs associated with marketing efforts initiated, assigned to, or otherwise carried out by Gordian unless otherwise set forth in this Agreement or the joint marketing plan.

F. **Job Order Initiation and Development**: Gordian will be responsible for providing the following Job Order Development services:

1. Project Identification and Initiation: Gordian will develop and maintain a web portal to enable Participating Entity to identify and request assistance with possible projects to be procured through the EZIQC Program. Gordian will respond to any Participating Entity

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requests for assistance within 48 hours of receipt of such request. Gordian will have the discretion to deny the requested assistance for any reason.

2. Contractor Identification: In the event the Participating Entity requests a Joint Scope Meeting to discuss the potential project, Gordian will provide the Participating Entity with a list of available EZIQC Contractors for the project based on factors which include, but are not limited to, the type of work involved, and the location of the project. The Participating Entity will be responsible for approving the selected EZIQC Contractor for the project.

3. Joint Scope Meeting: Gordian's project manager will schedule a Joint Scope Meeting at the project site to help the Participating Entity and the EZIQC Contractor agree on the details of the work that the EZIQC Contractor will perform. The purpose of the scoping process is to allow the EZIQC Contractor an opportunity to inspect the site and ask questions before submitting a Price Proposal.

4. Develop Detailed Scope of Work: Gordian will assist the Participating Entity and EZIQC Contractor with preparing a Detailed Scope of Work that describes the work the EZIQC Contractor will perform. Gordian will also assist with resolving issues when project plans and actual conditions vary.

5. Request for Price Proposal: After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, Gordian's project manager will send the Detailed Scope of Work and a Request for Proposal to the EZIQC Contractor.

6. Price Proposal Review: Gordian's project manager will review the Price Proposal to make sure the EZIQC Contractor has selected the appropriate tasks and quantities and will request the EZIQC Contractor to make any required changes to ensure the Price Proposal reflects the appropriate means and methods for accomplishing the Detailed Scope of Work. Gordian will also obtain and review any Participating Entity required information submitted by the EZIQC Contractor such as a construction schedule and list of proposed subcontractors. Gordian's project manager will submit the Price Proposal and related documents to Participating Entity.

7. Issue Job Order: Once the Participating Entity approves the Price Proposal and related documents, and decides to move forward with the project, Gordian will assist the Participating Entity with the issuance of a job order (which may be in the form of a purchase order, notice-to-proceed, or similar purchasing document) to the selected EZIQC Contractor to initiate the completion of the project.

8. Construction Process and Supplemental Job Orders: During construction, unless project management services are requested by the Participating Entity as set forth below, the Participating Entity's, project managers, or its designees, will be responsible for all construction management activities. In the event unforeseen conditions arise or Participating Entity desires to change the Detailed Scope of Work, Gordian will assist the

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Participating Entity with the development of a supplemental Job Order in the same manner as the original Job Order.

G. **On-Going Program Administration and Support**: Gordian will be responsible for providing program administration to Sourcewell during the term of the Agreement. On-going program administration will include providing updated contract documents, unit price books, assisting with the procurement of additional EZIQC Contractors utilizing the process outlined above, providing EZIQC Contractors with access to all applicable updates and revisions to the JOC IMS, and providing training for onboarding and training for all EZIQC Contractors. Gordian will provide telephone and web-based customer support to Participating Entities and EZIQC Contractors during the period of 8:30 a.m. EST to 10:00 p.m. EST, Monday thru Friday, excluding holidays.

H. **Accounting, Collections and Remittance of Administrative Fees**: Gordian will be responsible for providing Sourcewell with a designated representative to coordinate all associated invoicing and collection efforts relating to the EZIQC program. Gordian's designated accounting representative will be a member of the accounting department with primary responsibility for overseeing the invoicing and collection of payments from the EZIQC Contractors. In addition, Gordian will:

1. Invoice and collect all applicable fees from the EZIQC Contractors in accordance with the terms of Article VIII and will remit, via electronic payment, the Sourcewell Administrative Fee (as defined in Article VIII) on a monthly basis for all Sourcewell Administrative Fees collected during the preceding month.

   i. The parties agree that as a condition precedent to Gordian's obligation to remit the Sourcewell Administrative Fee, Gordian must first receive payment in full for the Gordian Administrative Fee (as defined in Article VIII). In the event Gordian does not receive payment of the Gordian Administrative Fee in full, for any reason, Gordian will not be liable to Sourcewell for payment of the Sourcewell Administrative Fee.

2. Provide Sourcewell with a monthly report detailing all Sourcewell Administrative Fees collected during the previous month including Sourcewell contract number, project names, project values, and the fees collected. The monthly report will be in the sales reporting template format developed and provided by Sourcewell.

3. Provide Sourcewell with a monthly report detailing all outstanding accounts receivable by EZIQC Contractor including the amount, date of accrual, and days outstanding for each invoice.

4. Gordian may initiate and control any litigation seeking any unpaid balances owed by any EZIQC Contractor, provided such unpaid balance exceeds $50,000.

I. **Vendor Performance Management Services**: Gordian will provide EZIQC Contractor performance management throughout the term of each Sourcewell awarded contract. The parties will mutually agree on a standard EZIQC Contractor performance assessment form for

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completion and delivery to Sourcewell, to be provided upon request from Sourcewell, not less than 30 days in advance of each EZIQC Contractor's annual contract anniversary date.

ARTICLE 3: SOURCEWELL DUTIES AND RESPONSIBILITIES

Sourcewell will perform the following duties and responsibilities to complete the Services:

A. **EZIQC Contract Procurement**:

1. Advertisement and Bid Documents: Sourcewell will be responsible for advertising, posting, and distributing the bid documents, contract documents, unit price books and all associated documentation related to the advertisement and award of the EZIQC Contracts. Sourcewell will be responsible for conducting all activities, and paying any expenses required, to ensure the appropriate advertisement of the EZIQC Contract solicitations in each applicable jurisdiction.

2. Pre-bid Seminars: Sourcewell will be responsible for scheduling and hosting any pre-bid seminars conducted as part of the solicitation of any EZIQC Contracts, and will be responsible for any expenses associated therewith, excluding any expenses associated with preparation of Gordian's recorded video presentation to be shared during such pre-bid seminars. At Sourcewell's sole discretion, pre-bid seminars may be conducted in-person, or remotely via video-enabled webinars. Sourcewell Procurement reserves the right to invite a Gordian representative, at Gordian's sole expense, to attend the pre-bid conference either in-person or via the video-enabled webinar.

3. Contractual Terms and Conditions and Bid Forms: Sourcewell will prepare contractual terms and conditions, and bid forms, that incorporate best practices for the execution of indefinite delivery/indefinite quantity construction contracts in accordance with the applicable procurement statutes in the jurisdiction where such EZIQC Contracts are being procured. Gordian will have final approval of the terms and conditions of the EZIQC Contracts as related exclusively to the ordering, processing, and execution of the projects procured by Participating Entities, payment terms, and minimum qualifications required for an EZIQC Contract award. Sourcewell will have final approval over all other content of the EZIQC Contracts except as set forth above.

4. Evaluation and Award: Sourcewell will designate the committee responsible for evaluating and awarding the EZIQC Contracts.

5. Standard Work: Sourcewell will exercise reasonable efforts in a mutually approved standard process for the execution of the EZIQC Contract solicitation process, such standard process will include, but not be limited to, the following tasks:

i. Initiation of a request for the solicitation of new EZIQC Contracts by either party, with Sourcewell retaining the final determination on issuance of the solicitation and the

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geographic scope of the solicitation (whenever possible, Sourcewell intends to solicit for EZIQC Contracts across an entire state);

ii. Execution of the advertisement, evaluation and award of EZIQC Contracts in accordance with applicable competitive bidding requirements in the jurisdiction where the EZIQC Contract solicitation is to occur;

iii. Creation and placement of advertisements in connection with the EZIQC Contract solicitation process;

iv. Review, revision, and finalization of the bid documents in timely manner;

v. Scheduling and execution of any pre-bid seminars and development of materials associated with the pre-bid seminars;

vi. Creation and identification of evaluation committee responsible for review, evaluation, and award of EZIQC Contracts; and,

vii. Consult with Gordian on the above-listed tasks at it determines in its discretion.

B. **Marketing Support**: Sourcewell will be responsible for providing Gordian with a designated representative to coordinate all associated marketing efforts relating to the EZIQC program. Sourcewell's designated marketing representative will be a member of the marketing department with primary responsibility for the marketing of the EZIQC Program. In addition, Sourcewell will:

1. Work with Gordian and exercise reasonable efforts to:

i. Carry out Sourcewell's responsibilities under the Joint Marketing Plan, as updated and amended by both parties, during the term of this Agreement;

ii. Provide any marketing materials developed under the Joint Marketing Plan to Gordian's designated marketing representative not less than 48 hours prior to publication. Gordian's failure to provide any objection to such marketing materials within 48 hours of receipt will be deemed an approval of such marketing materials;

iii. Schedule and attend, not less than monthly, recurring calls with Gordian's designated marketing representative for continued coordination and collaboration on all marketing activities associated with the EZIQC Program including the Joint Marketing Plan;

iv. Provide a list of scheduled conferences and speaking engagements, updated monthly, which Sourcewell plans to attend and which relate to the promotion and marketing of the EZIQC Program; and,

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v. Provide a list of all Sourcewell Participating Entities, updated quarterly, to Gordian's designated marketing representative.

2. Be responsible for all costs associated with marketing efforts initiated, assigned to, or otherwise carried out by Sourcewell unless otherwise set forth in this Agreement or the Joint Marketing Plan.

C. **Accounting and Collections**: Sourcewell will be responsible for providing Gordian with a designated representative to coordinate all associated invoicing and collection efforts relating to the EZIQC program. Sourcewell's designated accounting representative will be a member of the finance department with primary responsibility for overseeing the invoicing and collection of payments from the EZIQC Contractors. In addition, Sourcewell will:

1. Withhold any contract award or contract renewal from any EZIQC Contractor with an outstanding balance owed to Gordian of greater than $10,000.00 provided that Gordian has delivered monthly reports on outstanding accounts receivables as set forth in Article 2(H)(3).

2. Provide notice to Gordian of Sourcewell's intent to renew any EZIQC contract, or make any contract award, to any EZIQC Contractor with any outstanding accounts receivable that is over 90 days old, provided that Gordian has delivered monthly reports on outstanding accounts receivables as set forth in Article 2(H)(3).

3. Provide reasonable assistance and cooperation to Gordian in the collection of any outstanding balance owed by any EZIQC Contractor including, but not limited to, sending notices of default, notice of termination, or any other remedial action allowed by the EZIQC Contract or permitted by law.

4. Upon the approval of Sourcewell's General Counsel in the General Counsel's sole discretion, Join and bear the proportionate cost of any litigation initiated by Gordian to collect any unpaid balances owed by any EZIQC Contractor provided such unpaid balances exceed $50,000.00 in total for all EZIQC Contracts held by the EZIQC Contractor. Sourcewell's obligation to bear any cost of such litigation is contingent upon Gordian's full and timely performance of the vendor assessment and performance evaluation tasks described above with respect to the vendor.

ARTICLE 4: JOC SYSTEM LICENSE

Gordian hereby grants to Sourcewell, and Sourcewell hereby accepts from Gordian for the term of this Agreement, a non-exclusive right, privilege and license to Gordian's Job Order Contracting (JOC) System and other related proprietary materials to be used for the sole purpose of implementing and executing the EZIQC Program. Proprietary Information will include, but is not limited to Gordian's JOC Information Management System (as defined below), and support documentation, Construction Task Catalog (also commonly referred to as a Unit Price Book), construction cost data, training materials and other proprietary materials provided by Gordian. In the event this

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Agreement expires or terminates as provided herein, this JOC System License will terminate and Sourcewell will return to Gordian all Proprietary Information in its possession.

Sourcewell agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and will not reproduce, distribute or otherwise use the Proprietary Information for any purpose except as provided for herein, subject to federal and state laws related to public records disclosure.

Gordian believes that the unauthorized disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and that no such disclosure will be made to anyone without first providing notice to Gordian. The parties acknowledge that as a local agency of the State of Minnesota, Sourcewell is required to comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) which classifies and controls government data. Gordian considers its Proprietary Information to meet the statutory definition of Trade Secret and would therefore be protected from release. Sourcewell will provide prompt notice to Gordian in the event of receipt of a request for release of Gordian's Proprietary Information, but will have no obligation to seek an administrative or judicial order declaring the data non-public or trade secret under Chapter 13.

Gordian agrees to grant a license to each EZIQC Contractor that is awarded an EZIQC Contract by Sourcewell in connection with the EZIQC Program, provided the EZIQC Contractor remits all required payments to Gordian in a timely manner, and provided Sourcewell includes licensing language in the EZIQC contract similar in form to this JOC System License. In the event any contractor participating in the EZIQC Program fails to remit any payment to Gordian in a timely manner, Gordian will have the discretion to terminate the contractor's access to the Proprietary Information until such time as all outstanding payments are made.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by Sourcewell, this JOC System License will take precedence.

ARTICLE 5: CONSIDERATION AND PAYMENT

In consideration of the Services provided, and the JOC System License granted above, Gordian will be paid the following fee:

A. **Gordian Administrative Fee**: Gordian will collect the percentage listed below of the value of each Job Order procured by a Participating Entity from an EZIQC Contractor. All reimbursable expenses related to the administration of the EZIQC Program will be considered included in the Gordian Administrative Fee set forth above, except as otherwise provided for herein.

- For all purchase orders issued from September 15, 2020, to March 31, 2021, Gordian's fee will be: 6.25%.
- For all purchase orders issued on or after April 1, 2021, Gordian's fee will be 6%.

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B. **Sourcewell Administrative Fee**: In addition to the Gordian Administrative Fee, Sourcewell will be entitled to a Sourcewell Administrative Fee calculated as a percentage of the value of each Job Order procured by a Participating Entity from an EZIQC Contractor.

- For all purchase orders issued from September 15, 2020, to March 31, 2021, Sourcewell's fee will be: 1.25%.
- For all purchase orders issued on or after April 1, 2021, Sourcewell's fee will be 1.5%.

C. **State of Georgia:** For purchase orders issued under EZIQC contracts adopted by the State of Georgia, fees will be calculated as follows: 5.75% to Gordian, 0.75% to Sourcewell, and 1% to the State of Georgia.

D. **E&I Cooperative Services:** For purchase orders issued under EZIQC contracts adopted by E&I Cooperative Services, fees will be calculated as follows: 5.5% to Gordian, 1% to Sourcewell, and 1% to E&I Cooperative Services.

Sourcewell will include language in the EZIQC Contracts that: 1) instructs the EZIQC Contractors to include a total administrative fee of 7.5% in their adjustment factors to cover the full Administrative Fee; and 2) requires the EZIQC Contractors to remit the Sourcewell Administrative Fee to Gordian within five days of receiving payment from the Participating Entity for each Job Order performed by the EZIQC Contractor. Gordian will retain the Gordian Administrative Fee described above and remit all remaining collected Sourcewell Administrative Fees to Sourcewell.

ARTICLE 6: AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is Tony Glenz, Supplier Development Supervisor, Office: 218-894-5491, Mobile: 218-371-1671, or his successor, and has the responsibility to monitor Gordian's performance and the authority to accept the services provided under this Agreement.

B. Gordian's Authorized Representative is Louis Patin, Vice President, National Programs, 30 Patewood Drive, Suite 350, Greenville, SC 29615, Office: 800-874-2291 Mobile: 818-518-0678, or his successor.

ARTICLE 7: INSURANCE

A. **Insurance Requirements:** At its own expense, Gordian must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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1. Workers' Compensation and Employer's Liability: Workers' Compensation: As required by any applicable law or regulation. Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance: Gordian will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (ISO) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance: During the term of this Contract, Gordian will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. Umbrella Insurance: During the term of this Contract, Gordian will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$10,000,000

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability: During the term of this Contract, Gordian will maintain coverage for all claims Gordian may become legally obligated to pay resulting from any actual or alleged

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negligent act, error, or omission related to Gordian's professional services required under this Contract.

Minimum Limits:
$3,000,000 per claim or event
$3,000,000 annual aggregate

6. Network Security and Privacy Liability Insurance: During the term of this Contract, Gordian will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Gordian's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Gordian to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **Certificates of Insurance**: Prior to commencing under this Contract, Gordian must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Gordian.

Upon request, Gordian must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Gordian to provide certificates of insurance, in no way limits or relieves Gordian of its duties and responsibilities in this Contract.

C. **Additional Insured Endorsement and Primary and Non-Contributory Insurance Clause**: Gordian agrees Sourcewell and its Participating Entities, including their officers, agents, and employees, shall be covered as an additional insured under Gordian's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Gordian, and products and completed operations of Gordian. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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D. **Waiver of Subrogation**. Gordian waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Gordian or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Gordian or its subcontractors. Where permitted by law, Gordian must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **Umbrella/Excess Liability**: The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **Self-Insured Retentions**: Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

ARTICLE 8: DATA AND INTELLECTUAL PROPERTY

A. **Government Data**: The Parties acknowledge that each is subject to the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as to data created and maintained under this Agreement.

B. **Trademark License**: Gordian grants to Sourcewell, during the term of this Agreement, a nontransferable, non-assignable, non-divisible, non-exclusive license, to use the trademarks, service marks and trade names set forth below, or as otherwise agreed to by the Parties in writing, solely in connection with this Agreement, and solely for the purpose of marketing, selling, advertising or otherwise promoting the Sourcewell EZIQC Program.

1. Gordian
2. EZIQC
3. Sightlines
4. RSMeans
5. Construction Task Catalog
6. eGordian
7. JOC Cloud

Any use of the trademarks set forth above shall at all times comply with any brand guidelines published by Gordian and provided to Sourcewell during the term of this Agreement. Any deviation from the brand guidelines shall require written approval from Gordian. Gordian may add, remove, or otherwise revise the list of trademarks by providing written notice to Sourcewell of such changes no less than 10 days prior to the date of such changes becoming effective.

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C. **Sourcewell Grant of License**: Sourcewell grants to Gordian a royalty-free, worldwide, non-exclusive right and license to use the its trademark in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Gordian. Gordian must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos. Upon the termination of this Contract for any reason, Gordian will have 30 days to remove all trademarks from signage, websites, and the like bearing Sourcewell's name or logo.

ARTICLE 9: GENERAL TERMS

A. **Governing Law, Jurisdiction and Attorney's Fees**: This Agreement will be interpreted and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement will be adjudicated in Todd County, Minnesota. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney's fees from the other party.

B. **Assignment**: Neither party may assign or otherwise transfer its rights and obligations under this Agreement without prior written consent of the other party, not to be unreasonably withheld. Any prohibited assignment will be invalid.

C. **Independent Contractor**: Gordian is an independent contractor, and neither Gordian nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of Sourcewell. Sourcewell will not be legally responsible for any negligence or other wrongdoing or intentional act by Gordian, its employees, servants or agents. Sourcewell will not withhold from payments to Gordian any federal, state or unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Gordian or its employees, servants or agents. Furthermore, Sourcewell will not provide to Gordian any insurance coverage or other benefits, including workers' compensation, normally provided by Sourcewell for its employees.

D. **Hold Harmless**: Gordian will indemnify and hold Sourcewell harmless from all claims and demands that may result from its acts or omissions in performance of this Agreement, excluding any claims arising from the negligence or willful misconduct of Sourcewell or any of its representatives, agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

E. **Amendments**: Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

F. **Severability**: In the event that any term of this Agreement is in conflict with or is otherwise unenforceable under any rule, law, or statutory provision, such terms will be deemed stricken from this Agreement, but such invalidity or unenforceability will not invalidate any

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other terms of the Agreement unless the invalidity or unenforceability of such provisions substantially harms, compromises an integral part of, or are otherwise inseparable from the remainder of this Agreement.

G. **Waiver**: Failure by either party to take action or assert any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

H. **Endorsement**: Gordian must not claim that Sourcewell endorses its products or services.

I. **Agreement Complete**: This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

ARTICLE 10: TERMINATION

Either party may terminate this Agreement by providing 90 calendar days' written notice to the other party. Unless otherwise agreed by the parties, termination under this section will not relieve Sourcewell of its obligation to pay for satisfactorily completed services.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FB2A139D06489...
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 9/16/2020 | 4:13 PM CDT

The Gordian Group, Inc.

By: DocuSigned by: Ammon Lesher 2906815C404D406...
Authorized Signature

Ammon Lesher
Name – Printed

Title: Vice President / General Counsel

Date: 9/16/2020 | 4:08 PM CDT

Sourcewell–APPROVED:

By: DocuSigned by: Chad Coauette 7E42B3B97A1402...
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 9/16/2020 | 4:17 PM CDT

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AMENDMENT NO. 1

TO

SOURCEWELL - GORDIAN

PROFESSIONAL SERVICES AGREEMENT

#091620-GGI

THIS AMENDMENT is effective upon the date of the last signature below by and between Sourcewell, 202 12th Street Northeast, PO Box 219, Staples, MN 56479, and The Gordian Group, Inc., 30 Patewood Drive, Suite 350, Greenville, SC 29615 ("Gordian").

Sourcewell and Gordian entered into a Professional Services Agreement effective September 16, 2020, through October 1, 2025 (hereinafter "Agreement").

Article 1.A. of the Agreement allows the term to be extended by mutual agreement of the parties. Therefore, the parties agree to extend the Agreement for two additional years with a new expiration date of October 1, 2027.

Except as amended by this Amendment, the Agreement remains in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 1/24/2025 | 10:24 AM CST

The Gordian Group, Inc.

DocuSigned by:
Matthew L. Bausher
12DBAF0CE2B4409...

By: _____

Matthew L. Bausher

Title: Chief Customer Officer

Date: 1/24/2025 | 12:28 PM CST

EXHIBIT B
HUMAN TRAFFICKING AFFIDAVIT

CITY OF KISSIMMEE 1883

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

The Gordian Group, Inc. does not use coercion for labor or services as defined in Section 787.06, F.S.

Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Matthew Bausher

Title of Contractor's Authorized Representative: Chief Customer Officer

Signature of Contractor's Authorized Representative:

Date: 2/18/2026

ITEM 7.C
Acceptance of Agreement with Life Extension Clinics, Inc., DBA Life Scan Wellness Centers

Request

Request approval of an Agreement with Life Extension Clinics, Inc., DBA Life Scan Wellness Centers (Contract #20260159) to provide annual health physicals for the city firefighters, as agreed upon in the Collective Bargaining Agreement, Article 27, for a total cost of $100,960.00.

Explanation

Pursuant to Article 27 of the current Collective Bargaining Agreement, the City and the Union recognize that the nature of a firefighter's duties requires the maintenance of a high standard of health and wellness to ensure the safety and well-being of the firefighter, as well as their fellow firefighters and the public. In accordance with this provision, all firefighters are now required to complete an annual physical examination administered by Life Scan Wellness Centers.

On December 7, 2023, the City of Clearwater entered into a contract with Life Extension Clinics, Inc., doing business as Life Scan Wellness Centers ("Vendor"), following a competitive solicitation process (RFP #53-23). The resulting agreement (the "Master Agreement") covers the administration of employee physical examinations and is attached and incorporated herein as Exhibit A. The Master Agreement has been extended through December 31, 2026. We will utilize this Agreement for our contract with the Vendor.

The total cost of these physicals is $100,960 and will be funded through the fire department's professional services account (00135103-5031310). Funding was requested and approved as part of the FY26 Operating Budget.

This contract has been reviewed and approved by the Legal Department.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00135103-503131				100,960.00

Financial Summary:

The annual health physicals by Life Scan Wellness Centers were included in the Fire Department's FY26 Operating Budget, account 00135103-503131/professional services. They will be paid for from this account.

Recommendation

Approval of an agreement with Life Extension Clinics, Inc., dba as Life Scan Wellness Centers, to provide annual health physicals for the City of Kissimmee firefighters, as specified in the Collective Bargaining Agreement, Article 27, for a total cost of $100,960.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire
Presenter:

Attachment(s):
1. (S) Life Scan Wellness Centers Agreement

AGREEMENT BETWEEN
THE CITY OF KISSIMMEE AND
LIFE SCAN WELLNESS CENTERS

THIS AGREEMENT is made _____ day of _____, 20__ by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "**City**" and **LIFE EXTENSION CLINCS, INC. DBA LIFE SCAN WELLNESS CENTERS**, a Florida Corporation, whose address is 1011 North Macdill Avenue, Tampa, Florida, hereinafter "**Vendor,**" collectively hereinafter referred to as "**Parties,**" and each represents as follows:

WITNESSETH

WHEREAS, the City needs to purchase health care services for the Fire Department as further described in Exhibit B, Vendor's Quote, which is attached hereto and incorporated herein, and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City's Purchasing Manual allows the City to "purchase directly from Federal, State, County, School Board, or Utility Authority contracts or another city's contracts and from cooperative purchasing agreements;" and

WHEREAS, the City of Clearwater, Florida entered into a contract with Vendor on December 7, 2023 (hereinafter the "Master Agreement"), which is attached hereto and incorporated herein as Exhibit A, following a competitive bidding and selection process, RFP # 53-23 (hereinafter "RFP"); and

WHEREAS, the term of the Master Agreement has been extended by the parties thereto until December 31, 2026; and

WHEREAS, the Master Agreement allows other governmental agencies to make purchases in accordance with the terms of Master Agreement (see RFP S.38) and Vendor consents to allowing City to purchase health care services the Fire Department as further described in the Master Agreement and Vendor's Quote according to the terms of the Master Agreement; and

WHEREAS, City has determined that the specifications in the solicitation by City of Clearwater, Florida are similar in nature to the health care services for the Fire Department needed by the City, and therefore it is economically advantageous and in the best interest of the City to enter into a cooperative purchase contract with Vendor; 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:

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

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the Master Agreement, which is attached hereto as Exhibit A, Vendor's Quote, which is attached hereto as Exhibit B, a Human Trafficking Affidavit, which is attached hereto as Exhibit C, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit A, Exhibit B, and Exhibit C, in that order.

   Upon execution of this Agreement, all references made to the "the City of Clearwater" or "City" in Exhibit A will be interpreted as pertaining to the City of Kissimmee and City of Kissimmee Commissioners, all references made to "Vendor," "Contractor," or "Life Scan" in Exhibit A will be interpreted as pertaining to Vendor and all terms and conditions of Exhibit A not inconsistent with this Agreement, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the words "City of Clearwater" or "City" appear, they will be read as "City of Kissimmee," "City," and "City of Kissimmee Commissioners" and wherever the word "Vendor," "Contractor," or "Life Scan" appears, it will be read as "Vendor."

3. **TERM.** The term of this Agreement shall begin upon execution of both Parties and continue through December 31, 2026. This Agreement shall be automatically extended if the Master Agreement is extended.

4. **ORDER.** Vendor agrees to provide to City the services listed in Exhibit B according to the terms of this Agreement upon issuance of a purchase order by the City which specifies the services ordered and the quantity of those services ordered.

5. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.

6. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.

7. **FEDERAL AND STATE TAXES.** The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Vendor.

8. **NOTICE.** Any and all notices required to be furnished to City under this Agreement

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shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee
James Walls
Chief
Kissimmee Fire Department
101 N. Church Street
Kissimmee, FL 34741

9. **PUBLIC RECORDS.** The Vendor 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 Vendor shall keep and maintain public records required by the City to perform the service.

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

a. If the City's Custodian of Records requests records from the Vendor, the Vendor 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 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 contract term and following completion of the contract if the Vendor does not transfer the records to the City.

c. Upon completion of the contract, the Vendor shall transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor 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.

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

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

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

10. **HUMAN TRAFFICKING.** Vendor shall provide City with the affidavit provided in Exhibit C 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. **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.

12. **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.

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. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does

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not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify. Every Contractor shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). City acknowledges that Contractor may use workers outside the United States, who will not be subject to e-verification.

15. **SCRUTINIZED COMPANIES CERTIFICATION.** By signing this Agreement, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million ($1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Contractor has submitted false certification, City shall provide Contractor with written notice of its determination. Contractor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

16. **ENTIRE AGREEMENT**. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have caused this Agreement to be executed:

LIFE EXTENSION CLINCS, INC. DBA LIFE SCAN WELLNESS CENTERS

Signed: Todd Leduc

Print name: Chief Todd LeDuc

Title: Chief Todd LeDuc

Date: 02-10-2026

STATE OF Florida)
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 10th day of February, 2026, by means of ☐ physical presence or ☑ online notarization, by Todd LeDuc as CEO of Lenco Industries, Inc., who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

Notary Public State of Florida
Jennifer L Connelly
My Commission HH 392664
Expires 4/30/2027

Notary Public

CITY OF KISSIMMEE

Mayor-Commissioner

Date:

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
MASTER AGREEMENT

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CONTRACT BETWEEN CITY OF CLEARWATER AND LIFE EXTENSION CLINICS, INC. RFP #53-23 EMPLOYMENT RELATED HEALTH CARE SERVICES

THIS CONTRACT, entered into this 7th day of December 2023, by and between the CITY OF CLEARWATER ("City"), a Florida municipal corporation, P.O. Box 4748, Clearwater, Florida 33758 and Life Extension Clinics, Inc., ("Life Scan" or "Vendor"), a Florida corporation, 1011 North MacDill Avenue, Tampa, FL 33629, collectively as "Parties".

WHEREAS, the City seeks a variety of health care services from Vendor to include employee physicals (pre-employment and fit-for-duty), drug and alcohol testing (reasonable suspicion, random and DOT), and occupational Fire and Police physicals.

WHEREAS, the City selected Vendor based on Request for Proposal ("RFP") #53-23 and responses by Vendor to RFP #53-23, which are incorporated by reference.

WHEREAS, Vendor agrees to provide the services as outlined in RFP #53-23

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree that the above terms, recitals, and representations are true and accurate and are incorporated herein by reference, and the Parties further agree as follows:

1. **SCOPE OF PROJECT AND PRICING.**

Life Scan agrees to provide Employee Related Health Services under the terms and conditions set forth in RFP #53-23 and responses by Vendor dated August 31, 2023. The Scope of the Project and Pricing are set forth in Exhibit A.

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2. **TIME OF PERFORMANCE.**

The initial Contract Term shall commence on January 1, 2024 and end on December 31, 2024. The Contract may be renewed for three (3) additional one (1) year periods under the same terms and conditions as set forth herein, upon mutual written consent by the Parties.

3. **COMPENSATION.**

The City will pay Vendor in an amount not to exceed $325,000.00, as more fully described in attached Exhibit A, inclusive of all reasonable and necessary direct expenses, if applicable. The City may, from time to time, require changes in the scope of the project. Such changes, including any increase or decrease in the amount of Vendor's compensation, and any other changes in the terms of this Contract which are mutually agreed upon by and between City and Vendor shall be effective when incorporated in written amendment to this Contract, upon mutual agreement.

4. METHOD OF PAYMENT AND ANNUAL APPROPRIATIONS.

Vendor's fees will be invoiced monthly and submitted to the City for approval for payment in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes.

The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation of the City's budget.

5. **NOTICES AND CHANGES OF ADDRESS.**

Any notice required or permitted to be given by the provisions of this Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such

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party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

Life Extension Clinics, Inc.	City of Clearwater
Patricia Johnson CEO	Tiffany Makras Human Resources Director
1011 N. MacDill Avenue Tampa, FL 33629	P.O. Box 4748 Clearwater, Florida 33758
813.601.0285	727.444.8648

6. **RFP #53-23, STANDARD TERMS AND CONDITIONS.**

All terms and conditions as set forth in RFP #53-23, Standard Terms and Conditions are incorporated by reference and attached hereto as Exhibit B.

7. **INSURANCE REQUIREMENTS.**

Insurance Requirements are set forth in RFP #53-23, Detailed Specifications, Section 7, which is incorporated by reference.

8. **PROPRIETARY MATERIALS.**

Upon termination of this Contract, Vendor shall transfer, assign and make available to City or its representatives all property and materials in Vendor's possession belonging to or paid for by the City.

9. **INTERESTS OF PARTIES.**

Vendor covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner

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or degree with the performance and/or provision of services required under the terms and conditions of this Contract.

10. **CONFORMANCE WITH LAWS.**

Vendor agrees to comply with all applicable federal, state and local laws during the life of this Contract. Vendor shall be responsible for obtaining and maintaining any licenses, permits, documents, or other permissions necessary for Vendor's operation.

11. **GOVERNING LAW AND VENUE.**

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the Parties have caused this Contract to be signed in its corporate/legal name by its authorized representatives or persons authorized to execute this Contract on the date and year first above written.

LIFE EXTENSION CLINICS, INC.

Attest:

Print Name: Michael Ferrara
Secretary

By: Patricia Johnson
Print Name: Patricia Johnson
Title: CEO

CITY OF CLEARWATER, FLORIDA

Brian Aungst Sr.
Mayor

Jennifer Poirrier
City Manager

Approved as to form:

Owen Kohler
Lead Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

CITY OF CLEARWATER, FLORIDA ESTABLISHED 1915

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REQUEST FOR PROPOSALS
#53-23
Employment Related Health Care Services

August 1, 2023

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Clearwater (City) until **10:00 AM, Local Time, August 31, 2023,** to provide **employment related health care services.**

Brief Description: The City of Clearwater seeks a variety of health care services from provider(s), not limited to employee physicals (pre-employment and fit for duty), drug and alcohol testing (reasonable suspicion, random and DOT), and occupational Fire and Police physicals.

Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the Procurement Division until the above noted time, when they will be publicly acknowledged and accepted.

Proposal packets, any attachments and addenda are available for download at:
https://www.myclearwater.com/business/rfp

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

General, Process, or Technical Questions concerning this solicitation should be directed, IN WRITING, to the Procurement contact below:

Scott Burrows
Procurement Analyst
Scott.burrows@myclearwater.com

This Request for Proposals is issued by:

Lori Vogel, CPPB
Procurement Manager
Lori.vogel@myclearwater.com

Procurement Division
100 S Myrtle Ave
Clearwater FL 33756-5520
PO Box 4748, 33758-4748
727-562-4633 Tel

i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the contact listed on Page 1. Questions should be submitted in writing via letter, fax or email. Questions received less than ten (10) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their proposal.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a proposal.

i.3 **VENDOR CONFERENCE / SITE VISIT:** ☐ Yes ☒ No
Mandatory Attendance: ☐ Yes ☒ No

Date and Time: n/a
Location: n/a

If so designated above, attendance is mandatory as a condition of submitting a proposal. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: August 31, 2023
Time: 10:00 AM (Local Time)

The City will open all proposals properly and timely submitted and will record the names and other information specified by law and rule. All proposals become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, proposals are available for inspection by contacting the Procurement Division.

i.5 **PROPOSAL FIRM TIME:** 120 Days from Opening

Proposal shall remain firm and unaltered after opening for the number of days shown above. The City may accept the proposal, subject to successful contract negotiations, at any time during this time.

i.6 **PROPOSAL SECURITY:** ☐ Yes $ 0.00 ☒ No

If so designated above, a proposal security in the amount specified must be submitted with the proposal. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, or cashier's check payable to the City of Clearwater (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such proposal security shall be forfeited to the City of Clearwater should the proposer selected fail to execute a contract when requested.

PERFORMANCE SECURITY: ☐ Yes $ 0.00 ☒ No

If required herein, the Contractor, simultaneously with the execution of the Contract, will be required to furnish a performance security. The security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, cashier's check or money order payable to the City of Clearwater (personal and company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to

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the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said security, if any, will be returned to Contractor upon the expiration or termination of the contract.

i.7 **SUBMIT PROPOSALS TO:** It is recommended that proposals are submitted electronically through our bids website at https://www.myclearwater.com/business/rfp

Proposers may mail or hand-deliver proposals to the address below. E-mail or fax submissions will not be accepted. Use label at the end of this solicitation package

City of Clearwater
Attn: Procurement Division
100 S Myrtle Ave, 3rd Fl, Clearwater FL 33756-5520
or
PO Box 4748, Clearwater FL 33758-4748

Proposals will be received at this address. Proposers may mail or hand-deliver proposals; e-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Clearwater, its employees or agents for premature opening of a proposal that is not properly addressed and identified.

i.8 **LATE PROPOSALS.** The proposer assumes responsibility for having the proposal delivered on time at the place specified. All proposals received after the date and time specified shall not be considered and will be returned unopened to the proposer. The proposer assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Clearwater, or any private courier, regardless whether sent by mail or by means of personal delivery. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Clearwater, Florida local times. The proposer agrees to accept the time stamp in the City's Procurement Office as the official time.

i.9 **LOBBYING; LOBBYING NO-CONTACT PERIOD; QUESTIONS REGARDING SOLICITATION.** From the time a competitive solicitation is posted until such time as the contract is awarded by the city or the solicitation is cancelled, all bidders, offerors, respondents, including their employees, representatives, and other individuals acting on their behalf, shall be prohibited from lobbying city officers, city employees, and evaluation committee members.

Violation of this section may result in rejection/disqualification from award of the contract arising out of the competitive solicitation.

All questions regarding the competitive solicitation must be directed to the procurement manager or designee, who will respond in writing and post such response to ensure that all respondents receive the same information during the No-Contact Period.

The penalty for violating the No-Contact Period may include suspension or debarment

i.10 **COMMENCEMENT OF WORK.** If proposer begins any billable work prior to the City's final approval and execution of the contract, proposer does so at its own risk.

i.11 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than (seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the proposal. Proposers are cautioned to verify their proposals before submission, as amendments to or withdrawal of proposals submitted after time specified for

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opening of proposals may not be considered. The City will not be responsible for any proposer errors or omissions.

i.12 **FORM AND CONTENT OF PROPOSALS.** Unless otherwise instructed or allowed, proposals shall be submitted on the forms provided. An original and the designated number of copies of each proposal are required. Proposals, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the proposal is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the proposal be submitted. The proposal must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the proposal.

i.13 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the proposer. The City reserves the right to reject proposals that the City deems unacceptable.

i.14 **MODIFICATION / WITHDRAWAL OF PROPOSAL.** Written requests to modify or withdraw the proposal received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the proposal and marked as a MODIFICATION or WITHDRAWAL of the proposal. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any proposal security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

i.15 **DEBARMENT DISCLOSURE.** If the vendor submitting a proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the proposer shall include a letter with its proposal identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A proposal from a proposer who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

i.16 **RESERVATIONS.** The City reserves the right to reject any or all proposals or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible proposals; to reject unbalanced proposals; to reject proposals where the terms, prices, and/or awards are conditioned upon another event; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any proposal. The City may seek clarification of the proposal from proposer at any time, and failure to respond is cause for rejection. Submission of a proposal confers on proposer no right to an award or to a subsequent contract. The City is responsible to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.

i.17 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a proposer may not be acknowledged or accepted by the City. Award or execution of a contract does

not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

i.18 **COPYING OF PROPOSALS.** Proposer hereby grants the City permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the proposer. The City's right to copy shall be for internal use in evaluating the proposal.

i.19 **CONTRACTOR ETHICS.** It is the intention of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve this purpose, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.

b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.

c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

i.20 **GIFTS.** The City will accept no gifts, gratuities or advertising products from proposers or prospective proposers and affiliates. The City may request product samples from vendors for product evaluation.

i.21 **RIGHT TO PROTEST**. Pursuant to Section 2.562(3), Clearwater Code of Ordinances, a bidder who submitted a response to a competitive solicitation and was not selected may appeal the decision through the bid protest procedures, a copy of which shall be available in the Procurement Division. A protesting bidder must include a fee of one percent of the amount of the bid or proposed contract to offset the City's additional expenses related to the protest. This fee shall not exceed $5,000.00 nor be less than $50.00. Full refund will be provided should the protest be upheld. No partial refunds will be made.

ADDRESS PROTESTS TO:
City of Clearwater - Procurement Division
100 So Myrtle Ave, 3rd Fl
Clearwater FL 33756-5520
or
PO Box 4748
Clearwater FL 33758-4748

i.22 **EVALUATION PROCESS.** Proposals will be reviewed by a screening committee comprised of City employees. The City staff may or may not initiate discussions with proposers for clarification purposes. Clarification is not an opportunity to change the proposal. Proposers shall not initiate discussions with any City employee or official.

Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

i.23 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three (3) categories of information: responsiveness, responsibility, the technical proposal/price. All proposals must meet the following responsiveness and responsibility criteria.

a) Responsiveness. The City will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required attachments and submissions. The City must reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The City will determine whether the proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the City, whether the proposer is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A proposer must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review proposer's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Technical Proposal. The City will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.

d) If less than three (3) responsive proposals are received, at the City's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

For this RFP, the criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Background and Demonstrated Experience of Provider (Tab 2)	20
Scope of Services Available and Cost of Services (Tab 3)	25
Scheduling, Timeliness of Services, Reporting Capabilities (Tab 4)	25
Locations and Hours of Operation (Tab 5)	25
References (Tab 6)	5

i.24 **SHORT-LISTING.** The City at its sole discretion may create a short-list of the highest ranked proposals based on evaluation against the evaluation criteria. Short-listed proposers may be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the City will finalize the ranking of shortlisted firms.

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i.25 **PRESENTATIONS/INTERVIEWS** Presentations and/or interviews may be requested at the City's discretion. The location for these presentations and/or interviews will be determined by the City and may be held virtually.

i.26 **BEST & FINAL OFFERS.** The City may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the proposer should not expect that the City will ask for best & finals and should submit their best offer based on the terms and conditions set forth in this solicitation.

i.27 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

i.28 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Proposer must be prepared for the City to accept the proposal as submitted. If proposer fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject proposal or revoke the award, and may begin negotiations with another proposer. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.

i.29 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to Purchasing's website. **It is the proposer's responsibility to check the City of Clearwater's website at** https://www.myclearwater.com/business/rfp **to view relevant RFP information and notices.**

i.30 **RFP TIMELINE.** Dates are tentative and subject to change.
Release RFP: 08/01/23
Advertise Tampa Bay Times: 08/02/23
Responses due: 08/31/23
Review proposals: 08/31/23 – 09/15/23
Presentations (if requested): Late September 2023 / Early October 2023
Award recommendation: October 2023
Council authorization: 11/16/23
Contract begins: 01/01/24

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S.1 **DEFINITIONS.** Uses of the following terms are interchangeable as referenced: "vendor, contractor, consultant, supplier, proposer, company, persons", "purchase order, PO, contract, agreement", "City, Clearwater", "bid, proposal, response, quote".

S.2 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

S.3 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

S.4 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

S.5 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

S.6 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

S.7 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

S.8 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

S.9 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

S.10 **COMPLIANCE WITH APPLICABLE LAWS.**

a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, executive orders, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

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in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

(i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").

(ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

(iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

(iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

(v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

S.11 **SALES/USE TAX, OTHER TAXES.** Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

S.12 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

S.13 **PUBLIC RECORDS.** In addition to all other contract requirements as provided by law, the Contractor executing this Agreement agrees to comply with public records law.

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, Rosemarie Call, Phone: 727-562-4092 or Email: Rosemarie.Call@myclearwater.com, 600 Cleveland Street, Suite 600, Clearwater, FL 33755.

The Contractor agrees to comply with the following:

a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency" in this section) to perform the service being provided by the contractor hereunder.

b) Upon request from the public agency's custodian of public records, provide the public agency 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.

c) Ensure that the 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 public agency.

d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

S.14 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

S.15 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

S.16 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

S.17 **DEFAULT.**

a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred or suspended in accordance with the Clearwater Code of Ordinances Section 2.565 or if Contractor is debarred or suspended by another governmental entity.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written

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assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

S.18 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

S.19 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

S.20 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement at its convenience, in part or in whole, upon thirty (30) calendar days' written notice.

S.21 **TERMINATION FOR CONFLICT OF INTEREST.** The City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

S.22 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines, in its sole discretion, that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

S.23 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

S.24 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

S.25 **INDEMNIFICATION/LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement. If applicable, this paragraph shall be construed in harmony with F. S. § 725.06.

b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

d. Nothing contained herein in intended to serve as a waiver by the City of its sovereign immunity, to extend the liability of the City beyond the limits set forth in Section 768.28, Florida Statutes, or be construed as consent by the City to be sued by third parties.

S.26 **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like, and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction. Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications. If applicable, this paragraph shall be construed in harmony with F. S. § 725.06.

S.27 **CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

S.28 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

S.29 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

S.30 **USE OF NAME.** Contractor will not use the name of the City of Clearwater in any advertising or publicity without obtaining the prior written consent of the City.

S.31 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

S.32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

S.33 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

S.34 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble, or hindrance from Contractor or third parties.

S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services. Nothing contained herein in intended to serve as a waiver by the City of its sovereign immunity, to extend the liability of the City beyond the limits set forth in Section 768.28, Florida Statutes, or be construed as consent by the City to be sued by third parties.

S.36 **CONTRACT ADMINISTRATION.** This Agreement will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding this Agreement will be referred to the administrator for resolution. Supplements may be written to this Agreement for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

S.38 **COOPERATIVE USE OF CONTRACT.** This Agreement may be extended for use by other municipalities, counties, school districts, and government agencies with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Procurement Division.

S.40 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via electronic mail; (iv) sent via overnight courier; or (v) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via electronic mail, overnight courier, or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

S.41 **GOVERNING LAW, VENUE.** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

1. **INTRODUCTION.** The City of Clearwater (City) is a coastal community on the West Coast of Florida and the third largest city in the Tampa Bay region with an estimated 119,208 residents. Clearwater Beach is an international tourist destination that brings millions of tourists to Pinellas County annually and was selected as the "Number One Beach in America" in the 2018 and 2019 TripAdvisor Travelers' Choice Awards and regularly ranks as a top vacation destination in both domestic and international publications. An ideal year-round destination for travelers of all ages and interests, Clearwater boasts miles of pristine "sugar sand" beaches, provides a wide variety of casual and fine dining options, and is home to Philadelphia Phillies Spring Training and Clearwater Threshers Minor League Baseball. Clearwater Marine Aquarium remains a consistent draw for visitors and is nationally recognized for its groundbreaking work in marine rescue, rehabilitation, and release.

   The City of Clearwater is committed to ensuring that we have a sustainable city through green measures focusing on our economy, environment, and community.

2. **PROJECT GOAL.** The City of Clearwater (City) desires to establish contract(s) with reputable providers, preferably in the Clearwater city limits, for the medical services outlined herein (i.e. clinic, medical office, hospital), for efficiency and consistency in providing quality services to potential and existing employees. Current pricing and services are included in Exhibit A - BAYCARE and LIFESCAN Current Cost Amounts 2023.

3. **SCOPE OF SERVICES.**

Pre-Employment Physicals:

- Estimated number of annual Pre-Employment Physicals: **180-250**

All physical examinations will be conducted by a physician or physician assistant licensed in the State of Florida to practice general medicine. The examining physician may employ medical assistants. Physicals shall include a medical history form based on minimal physical requirements associated with the job description (not limited to height, weight, blood pressure, heart rate), audiogram, back screen (if required), and spirometry for lifeguards over the age of 18.

Pre-Employment Drug Testing

- Estimated number of annual Pre-Employment Drug Testing's: **170-250**

Drug screening for specific positions could include a dip, full panel, oral-fluid test, and/or DOT 5 (five) panel.

In the event the awarded provider(s) is unavailable to handle the screenings an alternate provider(s) can be used in lieu of the awarded provider.

Reasonable Suspicion Drug and Alcohol Testing

- Estimated number of annual Reasonable Suspicion Testings: **4**

Screenings for both DOT/PHMSA and non-DOT/PHMSA employees; may occur at various times of the day, including nights and weekends, to include post-accident, and random drug or alcohol testing. Both quick dip and send-out are required, DOT requires 5 (five) panel drug screening while others are a regular panel.

Random DOT/PHMSA – Safety Sensitive Drug and Alcohol Testing

- Estimated number of annual random 5 (five) panel drug tests: **102**
- Estimated number of annual random breath alcohol tests: **36**
- Estimated number of annual post-accident drug and alcohol tests: **3**

Screenings may occur at various times of the day, including nights and weekends. All DOT/PHMSA testing, including pre-employment, reasonable suspicion and random, shall be conducted in adherence with the DOT testing regulations, utilizing the Federal Drug Testing Custody and Control Form, a DOT-approved collector, a DOT Certified Medical Review Officer, and a certified

laboratory. (DOT = Department of Transportation; PHMSA = Pipeline and Hazardous Materials Safety Administration)

It is our preference that the selected provider(s) would be available and willing to participate in random DOT/PHMSA testing as early as 7:00 a.m. due to business needs.

Fire and Police Pre-Employment and Annual Physical and Fitness Evaluations

- Estimated number of pre-employment physicals: **16 Fire and 16 Police**
- Estimated number of annual NFPA 1582/1583 physicals: **196 Fire and 260 Police**
- Estimated number of annual OSHA respirator testing: **196 Fire**

Provider(s) shall be capable of performing a comprehensive physical, entailing all elements of the NFPA 1582 firefighter physical guidelines, the NFPA 1583 Wellness Fitness Initiative, and OSHA Respirator Testing. The current LifeScan pre-employment and annual physical examinations include but are not limited to ultrasound imaging assessments, extensive lab blood profiles, fitness evaluation, and a wellness plan including diet and nutritional analysis. Respondents in this category must be able to demonstrate that the proposed physicals meet or exceed the comprehensive nature of the City's current LifeScan physicals.

4. **ADDITIONAL REQUIREMENTS.** Selected provider(s) must be available and willing to participate in hearings, arbitrations, or appeals associated with employee(s) who grieve test/results.

5. **LOCATION(S).** Proximity of health center/facilities to the City of Clearwater is a significant consideration of this RFP. A minimum of one (1) location, **preferably** in the Clearwater city limits, shall be available 24 hours a day, seven (7) days a week, for post-crash, random, and reasonable suspicion alcohol, and drug screening testing.

   A minimum of one (1) location, **preferably** in the Clearwater city limits, shall be available five (5) days for pre-employment screenings, which will also include DOT/PHMSA testing.

   It is our preference that potential provider(s) have the ability to work with other partners outside the State of Florida to assist with business needs of out-of-state candidates. This would include pre-employment physical and drug testing.

6. **QUALIFICATIONS.** Medical personnel shall be properly licensed to provide required services within the state of Florida **at all locations and times to include DOT/PHMSA testing. Copies of licenses shall be provided with submittal.**

7. **INSURANCE REQUIREMENTS.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

   Specifically, the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

   a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) general aggregate.

   b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of $1,000,000 (one million dollars) combined single limit.

c. **Professional Liability/Malpractice/Errors or Omissions Insurance** coverage appropriate for the type of business engaged in by the Respondent with minimum limits of $2,000,000 (two million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (SERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

d. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of $1,000,000 (one million dollars) each employee each accident, $1,000,000 (one million dollars) each employee by disease, and $1,000,000 (one million dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

   The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

Other Insurance Provisions.

a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance. In addition, when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

   City of Clearwater
   Attn: Procurement Division, RFP #53-23
   P.O. Box 4748
   Clearwater, FL 33758-4748

b. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.

c. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.

d. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

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1. **ANTICIPATED BEGINNING AND END DATE OF INITIAL TERM.** January 2024 through December 2024

   If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

3. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided herein. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

   Three (3), one (1) year renewals are possible at the City's option.

4. **PRICES.** All pricing shall be firm for the initial term of one (1) year except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal.

   a. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

   b. During the sixty (60) day period prior to the renewal anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

   c. At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for the one (1) year renewal term.

1. **PROPOSAL SUBMISSION**. It is recommended that responses are submitted electronically through our bids website at https://www.myclearwater.com/business/rfp.

   For responses mailed and/or hand-delivered, firm must submit one (1) signed original (identified as ORIGINAL) response, five (5) copies of the response and one (1) copy in an electronic format, on a disc or thumb drive, in a sealed container using the label provided at the end of this solicitation.

   NOTE: If submitting proposals electronically, copies are not required.

2. **PROPOSAL FORMAT (the following should be included and referenced with index tabs)**

   NOTE: Every proposal received by the City will be considered a public record pursuant to Chapter 119, Florida Statutes. Any response marked confidential may be deemed non-responsive to this RFP.

   Table of Contents: Identify contents by tab and page number

   TAB 1 - Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:
   1. The proposer's understanding of the work to be performed.
   2. A positive commitment to perform the service within the time period specified.
   3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this project.

   TAB 2 – Background and Demonstrated Experience of Provider. Include the following:
   1. A statement of qualifications, abilities, experience and expertise in providing the requested services.
      a. A description of qualifications – professional, financial and otherwise – which are necessary to provide the City with the required services for the specified period of time; provide appropriate staffing, provide necessary resources, and show a history of demonstrated competence.
      b. An assessment of the provider's abilities to meet the needs of the City, taking into consideration the requested services, additional services and/or expertise offered that exceed the requirements, or the provider's inability to meet some of the requirements of the specifications.
   2. Identification of professional medical staff initially assigned to the City. Resumes with relevant experience should be included.

   TAB 3 – Scope of Services Available and Cost of Services. Provide a detailed list of the specific services requested, as well as additional services that would be available to the City. Describe provider's role and willingness to participate in any employee grievance as a result of testing process/results. Include the cost of each service and any supplemental information relative to the Scope of Services.

   TAB 4 -Scheduling, Timeliness of Services, Reporting Capabilities. Provide a detailed explanation for the following performance elements:
   1. Explain the provider's scheduling process, availability of appointments, and notification requirements.
   2. Overview the provider's timeliness of services – approximate wait times for patients/customers – and provide any available summarized patient survey feedback or comments.
   3. Provide details regarding the nature of reporting capabilities available, the structure, delivery method(s), frequency, etc.

   TAB 5 – Locations and Hours of Operation. Provide a detailed list of the provider's location(s), hours of operation, and other relevant information.

   TAB 6 – References. Provide a minimum of three (3) references, preferably from other public entities or companies in the region, for whom you have provided similar services. Include the

Document Ref: SSRRD-GKIZD-YTPB5-PIAQF

name of entity, contact person's names, phone number, e-mail address, mailing address, type of service provided, and term of contract or dates services were provided. It is recommended that reference letters and/or Exhibit B – Reference Form be included with submittal for each reference.

TAB 7 - Other Forms. The following forms should be completed and signed:

1. Exceptions/Additional Materials/Addenda form
2. Vendor Information form
3. Vendor Certification of Proposal form
4. Scrutinized Companies form(s) as required
5. E-Verify Eligibility form
6. Copies of licenses and/or certifications
7. W-9 Form. Include a current W-9 form (http://www.irs.gov/pub/irs-pdf/fw9.pdf)

EXCEPTIONS / ADDITIONAL MATERIAL / ADDENDA

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City's Terms and Conditions may render a Proposal non-responsive.**

_____ No exceptions

_____ Exceptions taken (describe--attach additional pages if needed)

Additional Materials submitted (mark one):

_____ No additional materials have been included with this proposal

_____ Additional Materials attached (describe--attach additional pages if needed)

Acknowledgement of addenda issued for this solicitation:
Prior to submitting a response to this solicitation, it is the vendor's responsibility to confirm if any addenda have been issued.

Addenda Number	Initial to acknowledge receipt

Vendor Name_____ Date: _____

VENDOR INFORMATION

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____-_____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

DUNS #_____

Remit to Address (if different than above):

Address: _____

City: _____State: ____Zip: _____

Order from Address (if different from above):

Address: _____

City: _____State:_____Zip: _____

Contact for Questions about this proposal:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

_____ Certified Small Business

Certifying Agency: _____

_____ Certified Minority, Woman or Disadvantaged Business Enterprise

Certifying Agency: _____

Provide supporting documentation for your certification, if applicable.

VENDOR CERTIFICATION OF PROPOSAL

By signing and submitting this Bid/Proposal/Qualification/Response, the Vendor certifies that:

a) It is under no legal prohibition on contracting with the City of Clearwater.
b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
c) It has no known, undisclosed conflicts of interest.
d) The prices offered were independently developed without consultation or collusion with any of the other vendors or potential vendors or any other anti-competitive practices.
e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the commodities or services covered by this contract. The Vendor has not influenced or attempted to influence any City employee, officer, elected official, or consultant in connection with the award of this contract.
f) It understands the City may copy all parts of this response, including without limitation any documents or materials copyrighted by the Vendor, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. Chapter 119) or other applicable law, subpoena, or other judicial process; provided that the City agrees not to change or delete any copyright or proprietary notices.
g) It hereby warrants to the City that the Vendor and its subcontractors will comply with, and are contractually obligated to comply with, all federal, state, and local laws, rules, regulations, and executive orders.
h) It certifies that Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this matter from any federal, state, or local agency.
i) It will provide the commodities or services specified in compliance with all federal, state, and local laws, rules, regulations, and executive orders if awarded by the City.
j) It is current in all obligations due to the City.
k) It will accept all terms and conditions as set forth in this solicitation if awarded by the City.
l) The signatory is an officer or duly authorized representative of the Vendor with full power and authority to submit binding offers and enter into contracts for the commodities or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM

IF YOUR BID/PROPOSAL IS $1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria.

_____
Authorized Signature

_____
Printed Name

_____
Title

_____
Name of Entity/Corporation

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on, this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____(name of corporation/entity), personally known _____, or produced _____ (type of identification) as identification, and who did/did not take an oath.

_____
Notary Public

_____
Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE

Document Ref: SSRRD-GKIZD-YTPB5-PIAQF

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

_____
Authorized Signature

_____
Printed Name

_____
Title

_____
Name of Entity/Corporation

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on, this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____(name of corporation/entity), personally known _____, or produced _____ (type of identification) as identification, and who did/did not take an oath.

_____
Notary Public

_____
Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE

Document Ref: SSRRD-GKIZD-YTPB5-PIAQF

VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

_____
Authorized Signature

_____
Printed Name

_____
Title

_____
Name of Entity/Corporation

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on, this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____(name of corporation/entity), personally known _____, or produced _____ (type of identification) as identification, and who did/did not take an oath.

_____
Notary Public

_____
Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE

Document Ref: SSRRD-GKIZD-YTPB5-PIAQF

MAILING LABEL

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

For US Mail

SEALED PROPOSAL

Submitted by: Company Name:
Address:
City, State, Zip:

RFP #53-23 Employment Related Health Care Services
Due Date: **08/31/23, at 10:00 A.M.**

City of Clearwater
Attn: **Procurement Division**
PO Box 4748
Clearwater FL 33758-4748

For US Mail

For Hand Deliveries, FEDEX, UPS or Other Courier Services

SEALED PROPOSAL

Submitted by: Company Name:
Address:
City, State, Zip:

RFP #53-23 Employment Related Health Care Services
Due Date: **08/31/23, at 10:00 A.M.**

City of Clearwater
Attn: **Procurement Division**
100 S Myrtle Ave 3rd Fl
Clearwater FL 33756-5520

For Hand Deliveries, FEDEX, UPS or Other Courier Services

EXHIBIT B
VENDOR'S QUOTE

Document Ref: SSRRD-GKIZD-YTPB5-PIAQF

LIFE SCAN WELLNESS CENTERS
Saving the Lives of America's Heroes

Life Scan Wellness Centers
1011 N Macdill Ave Tampa, FL 33607
813-876-0625

Quote

Date Sent: 10/16/25
Exp. Date: 2026-12-31

Prepared for
Kissimmee Fire Department
Kissimmee FL
Member Exams: 160

NAME	PRICE	QTY	SUBTOTAL
Comprehensive Hands On Physical Includes LifeScan NFPA Proprietary EMR System with Behavioral Health Assessments	$538.00	160	$86,080.00
Chest X-ray with radiology review	$93.00	160	$14,880.00
			$100,960.00
		Total Per Person	**$100,960.00**

This quotation is subject to the following terms and conditions:

1. While our pricing is listed on a per-patient basis for transparency, please note that departments will be billed **per day of service**. Each scheduled day includes **up to 9 patient slots**, and we staff and travel our clinical teams accordingly. This structure ensures operational efficiency and cost-effectiveness, especially when departments request extended service periods (e.g., 4 weeks or 20 days). If you do not meet the requirements to fill a day or week please discuss with scheduling
2. Minimum of 5 days or 45 appointments to come on site. Can combine multiple departments or use self pay spouses and retirees to get to this number.
3. Pricing subject to annual increase
4. Pricing is based on 9 patients per day, 45 per week. All scheduled appointments will be billed.

Additional Info:

Detailed scope of work can be found on page 2

Additional testing that can be added to the exam is listed on page 3 & 4

Public Safety Physical Exam (NFPA 1582 Compliant)	
Medical & Occupational/Environmental Questionnaire	Included
Comprehensive Hands-On Physical Exam	Included
Vital Signs: Height, Weight, Blood Pressure, Pulse	Included
Behavioral Health Eval - Epworth Sleep, PCL-5, PHQ-9	Included
Back Health Evaluation	Included
Urinalysis	Included
Audiogram	Included
Titmus Occupational Vision Exam	Included
Breast Exam with Self-Exam education	Included
Personal Consultation with review of testing results	Included
Laboratory Tests:	
Comprehensive Metabolic Panel, Blood Chemistry	Included
Complete Blood Count, Hematology Panel	Included
Hemoccult Stool Test for Colon Cancer Screening	Included
Total Lipid Panel	Included
Thyroid Test TSH	Included
Glucose	Included
Hemoglobin A1C	Included
Men: PSA (Prostate cancer marker) and Testosterone	Included
Women: CA-125	Included
Ultrasound Screenings (Early Detection of Heart Disease and Cancer):	
Echocardiogram (Heart Ultrasound)	Included
Carotid Arteries Ultrasound	Included
Aorta and Aortic Valve Ultrasounds	Included
Liver Ultrasound	Included
Gall Bladder Ultrasound	Included
Kidneys Ultrasound	Included
Spleen Ultrasound	Included
Bladder Ultrasound	Included
Thyroid Ultrasound	Included
Men: Prostate and Testicular Ultrasounds	Included
Women: Ovaries and Uterus Ultrasounds	Included
Cardiopulmonary Testing & Fitness Eval (NFPA 1583 &IAFF WFI)	
Cardiac Stress Test (Treadmill with 12 lead, sub-maximal)	Included
EKG, 12 Lead	Included

Life Scan Wellness Centers
1011 N Macdill Ave Tampa, FL 33607
813-876-0625

Public Safety Physical Exam (NFPA 1582 Compliant)

Spirometry, PFT with OSHA Respirator Medical Clearance	Included
Fitness tests for muscular strength & endurance	Included
VO2 Max Calc for Aerobic Capacity	Included
Body Weight and Composition	Included
Personal Fitness Rx	Included

OPTIONAL TESTS AVAILABLE

Chest X-Ray, 2 view with radiologist review (included)	$93.00
Lumbar X-Ray, 2 view with radiologist review	$96.00
Hazmat Cholinesterase	$86.00
Hazmat Heavy Metals	$86.00
Lithium Ion Battery Exposure Panel - Lithium, Cobalt, & Manganese	$131.00
iFit Stool test - Colon Cancer screening	$57.00
Hepatitis A Titer	$44.00
Hepatitis B Screening Test	$69.00
Hepatitis B Titer	$44.00
Hepatitis C Screening Test	$69.00
HIV Test, Gen 4	$33.00
PPD TB Skin Test	$27.00
QuantiFeron Gold TB Blood Test	$85.00
Tdap (Tetanus, Diphtheria, Pertussis) Titer	$37.00
MMR Titer	$113.00
Varicella Titer	$76.00
Polio Titer	$83.00
Nicotine	$79.00
Vitamin D	$26.00

OPTIONAL TESTS AVAILABLE

OSHA Respirator Mask Fit Testing (PortaCount) per Mask	$49.00
Drug Screen, I CUP	$58.00
Drug Rescreen with confirmation	$69.00
Medical Review Officer (MRO) as indicated/secondary review	$155.00
Phlebotomist (Blood Draw) Fee	$25.00
Labs Drawn without Appointment	$100.00
Form Fee - Add'l forms needing to be filled out by APRN (per form)	$50.00
Secure Wifi if not provided by department (per week)	$50.00
Guardian Fitness, Nutrition, & Mental Health App Subscription - Per Member for the entire year, please ask for more info regarding the app and its benefits	$35.00

EXHIBIT C
HUMAN TRAFFICKING AFFIDAVIT

Document Ref: SSRRD-GKIZD-YTPB5-PIAQF

CITY OF KISSIMMEE 1883

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

_____ does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:

CERTIFICATE *of* SIGNATURE

REF. NUMBER
SSRRD-GKIZD-YTPB5-PIAQF

DOCUMENT COMPLETED BY ALL PARTIES ON
10 FEB 2026 13:50:30
UTC

SIGNER	TIMESTAMP	SIGNATURE
TODD LEDUC EMAIL TODD.LEDUC@LIFESCANWELLNESS.COM	SENT 09 FEB 2026 20:23:32 VIEWED 10 FEB 2026 13:49:46 SIGNED 10 FEB 2026 13:50:30	 IP ADDRESS 99.45.224.116 LOCATION BOCA RATON, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
10 FEB 2026 13:49:46

ITEM 7.D
Sponsorship from Kissimmee Utility Authority for Special Event Series

Request

Approval to accept sponsorship from Kissimmee Utility Authority for Special Events at the Lakefront Park in the amount of $25,000.

Explanation

On December 18, 2025, the Parks and Recreation Department submitted an application to the Kissimmee Utility Authority (KUA) to sponsor and support the City's 2026 Festival Series, which includes events such as: Kissimmee Festival of Lights, Martin Luther King Jr. Unity Festival, Juneteenth, Pridefest, Monumental 4th of July, Kowtown, and Fandom. Based on this application, KUA awarded the City a $25,000 sponsorship.

These funds will enable the Parks and Recreation Department to host and promote high-quality community events that create leisure experiences aimed at improving the quality of life for the City's residents and visitors. As a condition of this sponsorship, KUA will be listed as a sponsor on promotional materials and event advertisements, and KUA will have the option to host a KUA Kids Zone and other activities during the City's 2026 Festival Series.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150663-505252 00100366-366001		Increase Increase		$25,000 $25,000

Financial Summary:

The Events and Venues Division will use this sponsorship for upcoming special events at Lakefront Park through their operating account and amend the budget accordingly.

Recommendation

Approval to accept sponsorship from Kissimmee Utility Authority for Special Events at the Lakefront Park in the amount of $25,000.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Parks & Recreation
Presenter:

City of Kissimmee

Attachment(s):

1. Sponsorship App KUA

Thursday, December 18, 2025

Community Sponsorship Request

#26-93
CITY 13

Organization Name:	City Of Kissimmee
Organization Address:	101 Church Street Kissimmee, FL, 34741
Contact Person	Veronica Frink
Email (required for confirmation)	veronica.frink@kissimmee.gov
Phone Number	(407) 518-2335
Is your organization's address located in KUA's Service territory? Click Here to View Our Service Territory Map	Yes
Are you a religious organization?	No
Are you a tax exempt organization seeking a donation?	Yes
Tax-exempt Number:	59-6000348
Are you willing to make a presentation to our Board of Directors about your organization's mission and contributions during our monthly board meeting if called upon?	Yes

Mission of Organization:

The City of Kissimmee's mission is to provide quality, effective and efficient service to our citizens. In providing such services, we hold the following values:
- We value education and training to bring about a professional commitment to efficiently serve our community.
- We value employees, who are loyal to the organization because only then, are they committed to the goals of the organization.
- We value communication as a necessary tool in promoting teamwork throughout the City.
- We value employees who exhibit basic morals that stress the importance of treating coworkers and citizens with respect and fairness.
- We take pride in our work and value being the best we can be.

It is our fervent commitment to foster an environment of respect for the rights of all people. We pledge this to our customers.. The City of Kissimmee.

Amount Requested	25,000

ITEM 7.E
Dyer Boulevard and Ball Park Road Traffic Signal Installation

Request

Request approval for Change Order No. 1 to modify the existing contract with Traffic Engineering and Management, LLC (Contract #20240285) in the amount of $16,680 for Plan Revision No. 1 related to the Dyer Boulevard and Ball Park Road Traffic Signal Project.

Explanation

This change order is needed to modify the foundations for the traffic signal installation to meet updated engineering requirements identified during construction. The revisions involve adjustments to footing dimensions, additional reinforcement, and related concrete changes in accordance with the latest engineering specifications issued by the engineer of record. These modifications are necessary to ensure structural integrity and adherence to current design standards.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
35545206-506393	ST2407	Decrease	$77,628.70	$16,680

Financial Summary:

Adequate funding is readily available in the Series 2016 Bond Construction account as listed above.

Recommendation

Approval of Change Order No. 1 to amend the contract with Traffic Engineering and Management, LLC in the amount of $16,680 for Plan Revision No. 1 for the Dyer Boulevard and Ball Park Road Traffic Signal Project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. Kissimmee - Ball Park Rd at Dyer Blvd - Change Order #1 - Copy
2. Agreement Between City Of Kissimmee And Traffic Engineering And Management, Llc Dba Control Specialists Team Contract # 20240285_May-08-2024_completed

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
CHANGE ORDER FORM

Change Order#: 1	
CO Date: 9-23-2025	
PO#: 24002413	
Contract #:	

PROJECT: Ball Park/Dyer Signalization Kissimmee Fl. CONTRACT DATE: 9/12/2024

CONTRACTOR: Traffic Engineering and Management LLC OWNER: City of Kissimmee

The following changes are hereby made to the CONTRACT DOCUMENTS:

Additional Drilled shaft material plan revision #1, (Mast arm assembly x2) 2 EA @ $4,290.00 / EA = $8,580.00

Additional aluminum pedestals for pedestrian signals - 2 EA @ $3,050.00 / EA = $6,100.00

Additional service wire for connection to NE corner - 125 LF @ $16.00 / LF = $2,000.00

Not Valid Until Signed By All Parties Listed Herein Below

ORIGINAL CONTRACT PRICE	$	749,341.00
CURRENT CONTRACT PRICE ADJUSTED by previous CHANGE ORDER	$	749,341.00
The CONTRACT PRICE due to this CHANGE ORDER will Increase/decrease by	$	16,680.00
The new CONTRACT PRICE including this CHANGE ORDER will be	$	766,021.00
ORIGINAL CONTRACT TIME		365 days
The new CONTRACT TIME due to this CHANGE ORDER will increase/decrease by		20 days
The new CONTRACT TIME including this CHANGE ORDER will be		385 days

This CHANGE ORDER constitutes full and mutual accord and satisfaction for the adjustments in CONTRACT TIME as a result of increases or decreases in cost and/or time of performance caused directly or indirectly from the change. Acceptance of this CHANGE ORDER by the Contractor constitutes an equitable adjustment to the Contract and the Contractor hereby waives all rights to file a claim on this CHANGE ORDER.

NOTE: This CHANGE ORDER and the Work affected thereby, is subject to all provisions of the original Contract not specifically changed by the CHANGE ORDER.

Accepted By: Kevin T. Malone (Signature) **Requested By:** (Signature)

Title/Position: Project Manager **Title/Position:** Asst. Secretary

Approved By: Ashley Willis

Manager (Signature)

Traffic Engineering and Management, LLC
dba / Control Specialists
Construction, Service and Maintenance

707 Nicolet Ave, Suite 100A, Winter Park, FL 32789 Ph: (407) 628-1965 * Fax: (407) 628-1932

Municipality/Agency:	CITY OF KISSIMMEE
Project Description:	Ball Park Rd and Dyer Blvd Signal
Project No.:	E-PW2118
Quote Date:	9/23/2025
Estimator:	Tony Zirpoli
TEAM Project No.:	224012

APPROVED
By Kevin T. Malone at 8:55 am, Sep 24, 2025

CHANGE ORDER PRICING

ITEM	DESCRIPTION	QTY	U/M	UNIT BID	AMOUNT
649-21-10A	Mast Arm Assy, 60', Additional Drill Shaft Costs	2	EA	$ 4,290.00	$ 8,580.00
639-2-1	Electrical Service Wire, F&I	125	EA	$ 16.00	$ 2,000.00
646-1-11	Aluminum Signals Pole, Pedestal	2	EA	$ 3,050.00	$ 6,100.00

CHANGE ORDER TOTAL: $ 16,680.00

Project Comments

1. Item 649-21-10A reflects plan changes per plan revision #1 dated 7/1/2024 which modified the mast arm designs.
2. Item 639-2-1 reflects the additional service wire needed for the power connection on the NE corner.
3. Item 646-1-11 reflects necessary aluminum pedestals not accounted for in the plan quantities.

Signature: Tony Zirpoli

AGREEMENT between CITY OF KISSIMMEE
and
TRAFFIC ENGINEERING AND MANAGEMENT, LLC
D/B/A CONTROL SPECIALISTS

THIS AGREEMENT is made this 7th day of May, 2024 by and between the City of Kissimee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter **"CITY"**, and Traffic Engineering and Management, LLC D/B/A Control Specialists, LLC whose address is 707 Nicolet Avenue, Winter Park, FL 32789, hereinafter "CONTRACTOR" and each represents as follows:

WITNESSETH

WHEREAS, CITY desires to retain the services of a competent and qualified contractor to provide continuing traffic services on a task authorization basis within the City of Kissimmee; and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, Pursuant to 4.3.1.1 of the City's Purchasing Code, the CITY may procure goods and services from bid or proposals from any government subdivisions when its in the best interest of the City of Kissimmee; and

WHEREAS, Pursuant to a competitive bidding and selection process Osceola County, Florida, as a Lead Public Agency, entered into "**AGREEMENT RFP-19-11190-TP**" (the "Master Agreement") on December 9, 2019, and thereafter amended on September 21, 2020, June 29, 2022, August 1, 2022 and December 7, 2023 with CONTRACTOR, as the lowest, responsive bidder in accordance with the attached hereto as Exhibit "A" and made a binding part hereof; and

WHEREAS, CITY has determined that the specifications in Master Agreement are similar in nature to the work needed by the CITY, and therefore it is economically advantageous and in the best interest of the CITY to enter into a cooperative purchase agreement with CONTRACTOR, who is certified and qualified to provide the necessary services as they arise within the CITY from time to time.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, each Party hereby promises to the other as follows:

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

2. **MASTER AGREEMENT**. The Parties hereto agree that the terms and conditions of the "**AGREEMENT RFP-19-11190-TP**", as amended and extended, entered into by Osceola County, Florida and CONTRACTOR, are binding to the Parties hereto, unless otherwise agreed to herein, by this Agreement. The portions of the Master Agreement not expressly modified by this Agreement shall have full force and effect upon the parties. As such, the following modifications to the Master Agreement shall apply:

a. "COUNTY" in the Master Agreement shall refer to the CITY.

b. For purposes of **Section 1. Term**: The term of this Agreement shall be through November 30, 2024 and may be extended when in the best interest of the CITY

c. For purposes of **Section 8. Insurance, Subsection D (8)**, the following shall replace the language included in the Certificate Holders Box:

City of Kissimmee
C/O Director of Human Resources
101 Church Street
Kissimmee, FL 34741

d. For purposes of **Section 12. Public Records**, **Subsection (A)** shall be replaced in its entirety with the following: The Parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statues) to the fullest extent applicable, and shall, if this engagement is one for which services are provided. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORD RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF RECORDS AT: (407) 518-2313, CITY CLERK.**

e. For purposes of **Section 23. Notice**: Notice for CITY shall be sent to City of Kissimmee, Department of Public Works and Engineering, 101 Church Street, Kissimmee, FL 34741.

f. For purposes of **Section 33. Project Managers**:

A. The CITY Project Manager's contact information is as follows:

Ashley Willis
Public Works & Engineering Department
101 Church Street
Kissimmee, FL 34741

B. The CONTRACTOR Project Manager's contact information is as follows

W. Bruce O'Donoghue, CEO
Traffic Engineering and Management, LLC, d/b/a Control Specialists
707 Nicolet Avenue
Winter Park, FL 32789

Phone: (407) 628-1965
Email: wbod@controlspecialists.com

(*Signature page to follow*)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CONTRACTOR Traffic Engineering and Management, LLC D/B/A Control Specialists

By: _____

Title: CEO

Date: March 27, 2024

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 27th day of March, 2024, by means of ☑ physical presence or ☐ online notarization, by W. Bruce O'Donoghue as CEO for Traffic Engineering and Management, LLC, d/b/a Control Specialists, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

ADELE L. WALKER NOTARY PUBLIC MY COMMISSION EXPIRES 9-24-2027 STATE OF FLORIDA COMMISSION NUMBER HH 424791

Notary: _____
Print Name: Adele L. Walker
My Commission Expires: 9-24-27

CITY OF KISSIMMEE

Olga Gonzalez

Mayor

Date: May 08, 2024

KISSIMMEE Founded 1883 IN GOD WE TRUST

Attest:

Linda S. Hansell

City Clerk

Approved as to form & legality

Olga Sanchez de Fuentes

City Attorney

EXHIBIT A
TERM CONTRACT FOR AGREEMENT RFP-19-11190-TP
(MASTER AGREEMENT)

OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST

AGENCY:	TRANSPORTATION AND TRANSIT	**MEETING DATE:**	12/9/2019
DIVISION/OFFICE:	TRANSPORTATION AND TRANSIT	**MEETING TYPE:**	BCC MEETING
DIRECTOR/MANAGER:	TAWNY OLORE	**REQUEST TYPE:**	CONSENT

AGENDA REQUEST

Approval and authorization for the Chair/Vice Chair to sign service agreements with Traffic Control Devices, Altamonte Springs, Florida; Traffic Engineering and Management Limited Liability Company doing business as Control Specialists, Winter Park, Florida; and Chinchor Electric Incorporated, Orange City, Florida; for the provision of continuing traffic services on a task authorization basis; and authorization for the County Manager to sign task authorizations up to $500,000.00 per project through November 30, 2022 (RFP-19-11190-TP).

STRATEGIC PLAN GOAL

#2: Upgrade the County Infrastructure and Transportation Network
#4: Ensure Cost-Effective and High-Performing County Government

STRATEGIC PLAN ACTION ITEM

FINANCIAL INFORMATION

TOTAL REQUESTED AMOUNT: $

Funds are appropriated in various Transportation & Transit budgets for this purpose. Fund availability is confirmed prior to issuance of a Purchase Request.

Appropriations beyond Fiscal Year 2020 are subject to future Board approval.

APPROVING DEPARTMENTS

Procurement	Rebecca Jones
OMB	Sharon Chauharjasingh
County Attorney	Andrew Mai

BACKGROUND INFORMATION

•These engagements provide for continuing traffic services on a task authorization basis not to exceed $500,000 per project.
•Traffic services include, but are not limited to, traffic signal, cabinet and controller installation and repairs; intelligent transportation system installation and repair; school flashers; flashing beacons; sign installation; pavement markings; and, traffic signal concrete poles and mast arms installation as well as similar and related projects.
•Approval of this request will also authorize the County Manager to execute task authorizations up to $500,000 per project.
•When a project has been identified, the County will submit a request to the pool of prequalified contractors; specific task authorization projects will be awarded to the prequalified contractor that has the lowest price and can meet the County's schedule.
•Individual projects will not exceed $500,000 in value.
•A solicitation was issued on August 11, 2019 with a due date of September 10, 2019.
•The project was advertised in the legal notices section of the Orlando Sentinel on August 5, 2018.
•This project was uploaded for broadcast into the Osceola County VendorLink bid notification system, from which 1,674 notifications were sent, resulting in a total of 29 plan holders downloading the solicitation documents.
•The legal advertising and the uploading into VendorLink result in a total of three (3) responses by the due date and time, with none received from any Osceola County vendors.
•On October 3, 2019, the Evaluation Committee (EC) met to discuss the proposals.
•The EC reached a consensus and the firms were ranked as follows:
1.Traffic Control Devices, Inc., Altamonte Springs, Florida
2.Traffic Engineering and Management, LLC d/b/a Control Specialists, Winter Park Florida
3.Chinchor Electric, Inc., Orange City, Florida
•The EC unanimously agreed that Traffic Control Devices, Inc., Traffic Engineering and Management, LLC d/b/a Control Specialists and Chinchor Electric, Inc. submitted responsive, responsible proposals that met the services required by the County.
•The project manager for these agreements is Kathy Lee, Traffic Operations Engineer.
•Staff recommends approval and award.

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and Traffic Engineering and Management, LLC, d/b/a Control Specialists, 707 Nicolet Avenue, Winter Park, Florida 32789, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for the provision of continuing traffic services on a task authorization basis, pursuant to RFP-19-11190-TP; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

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

SECTION 1. TERM.

The term of this Agreement shall begin upon the date of execution and continue through November 30, 2022, and may be extended when in the best interest of the County.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the COUNTY, or any property owned by the COUNTY. Such lien, attachment, or

encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

E. The Contractor shall use appropriate tools and/or equipment which are in good repair and proper working order, so as to enable the Contractor to complete the services required hereby.

SECTION 4. STANDARD OF CARE.

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed Five Hundred Thousand and 00/100 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each individual Scope of Services and awarded in the Task Authorization Order demonstrating acceptance by the County in the form attached

as **Exhibit "C."** The process for awarding each Task Authorization Order is further described in the attached **Exhibit "B."**

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the County. In its sole discretion, the County reserves the right to forego use of the Contractor for any project which may fall within the Scope of Services listed herein. In the event the County is not satisfied with the services provided by the Contractor, the County will hold any amounts due until such time as the Contractor has appropriately addressed the problem.

SECTION 6. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

A. The CONTRACTOR shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The CONTRACTOR shall maintain the following types of insurance, with the respective minimum limits:

1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars ($1,000,000.00) – Any Auto;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. DAMAGE TO RENTED PREMISES – Fifty Thousand Dollars ($50,000.00) Any single occurrence;

4. MEDICAL EXPENSES: Five Thousand Dollars ($5,000.00), any one person;

5. PERSONAL & ADVERTISING INJURY: One Million Dollars ($1,000,000.00);

6. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars ($1,000,000.00);

8. EXCESS/UMBRELLA COVERAGE: One Million Dollars ($1,000,000.00); and,

9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.

C. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.

D. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

8. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

SECTION 9. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event itis necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action,

proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 12. PUBLIC RECORDS.

A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:**

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
407-742-0100
BCCPIO@osceola.org

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the COUNTY to perform the service.

2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon

completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

SECTION 13. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of

its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 17. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 22. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 23. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Osceola County Attention: Procurement Services 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741
CONTRACTOR:	Traffic Engineering and Management, LLC, d/b/a Control Specialists 707 Nicolet Avenue Winter Park, Florida 32789

SECTION 24. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. ADMINISTRATIVE PROVISIONS.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the

CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 33. PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and

acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Kathy Lee, Traffic Operations Engineer
Osceola County Transportation and Transit Department
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
Phone: (407) 742-0883
Email: kathy.lee@osceola.org

B. The CONTRACTOR Project Manager's contact information is as follows:

W. Bruce O'Donoghue, CEO
Traffic Engineering and Management, LLC, d/b/a Control Specialists
707 Nicolet Avenue
Winter Park, Florida 32789
Phone: (407) 628-1965
Email: wbod@controlspecialists.com

SECTION 34. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA

By: Vivian Janer
Chair / Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: Elizabeth Warren
Clerk/ Deputy Clerk of the Board

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

12/09/2019

TRAFFIC ENGINEERING AND MANAGEMENT, LLC D/B/A CONTROL SPECIALISTS

By: Tony Zirpoli
Print: Tony Zirpoli
Title: Asst. Secretary

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was executed before me this 24 day of October, 2019, by Albert A Zirpoli III as Assistant Sec of Traffic Engineering and Management, LLC d/b/a Control Specialists, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced FLDL Z614-021-80-418-0 as identification.

Brystal D Parramore
NOTARY PUBLIC, State of Florida

BRYSTAL D. PARRAMORE
Commission # GG 021824
Expires February 2, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit "A"
Scope of Services and Technical Requirements.

A. Summary.

Osceola County intends to contract with multiple contractors for the provision of the purchase, installation, maintenance, renovations, and repairs of traffic control systems and devices per-project task authorization process as needed. Successful proposers will be Florida Department of Transportation (FDOT) pre-qualified in the following Work Classes:

a) 39. Traffic Signal

The successful contractor must have in-house staff or subconsultants that are Florida Department of Transportation (FDOT) pre-qualified in the following Work Classes:

b) 16. Intelligent Transportation Systems
c) 28. Pavement Markings
d) 38. Roadway Signing

Projects will be competed among the pool of shortlisted successful proposers on a per project basis using a Task Authorization process, as described here.

B. Sample Project/Scope of Services.

The successful Proposer's responsibilities shall include all mobilization, and maintenance of traffic, labor, materials, supplies, equipment, and necessary services to provide for the purchase, installation, maintenance, modification, and repair of electronic traffic control devices and communication systems and related site work as indicated on the plans and specific within the resulting agreement on a task authorization basis. Work shall include but not be limited to the purchase, installation, maintenance, modification, and/or repair of:

1. traffic signals;
2. traffic signal cabinets and controllers;
3. system communications;
4. concrete poles;
5. mast arms;
6. intelligent transportations systems (ITS) and related components;
7. flashing beacons;
8. school flashers;
9. overhead and underground communication guy wires, cables and conduits;
10. individual electronic or structural components;
11. detection systems;
12. overhead/ground mounted signs;
13. pavement marking; and,

14. Other related traffic signal, signage, marking or site work as indicated on the plans and specified within this Agreement on a task authorization basis.

C. **Task Authorization Value.** The total value for any individual Task Authorization will not exceed $500,000.

D. **Task Authorization Procedure.** See **Attachment "B"** of this solicitation for a description of the task authorization process. A sample task authorization order form is attached hereto as **Attachment "C"** Task Authorization Order Form.

E. **Contractor Responsibilities.** The successful Proposer shall be responsible for maintaining the following conditions for the length of the resulting Agreement:

1. Successful proposers will be Florida Department of Transportation (FDOT) pre-qualified in the following Work Classes:
   a) 39. Traffic Signal
2. The successful contractor must have in-house staff or subconsultants that are Florida Department of Transportation (FDOT) pre-qualified in the following Work Classes:
   a) 16. Intelligent Transportation Systems
   b) 28. Pavement Markings
   c) 38. Roadway Signing
3. Proof of current State of Florida Certified General Contractor's License or specialty in good standing.
4. Documentation of surety bond and insurance.
5. Ongoing availability.
6. Proof of current Osceola County Occupational License.
7. Project management skills with the ability to coordinate activities with other trades to ensure that all sub-contractors (as applicable) meet the highest available performance standards, and to facilitate effective project scheduling.
8. All work performed and material used shall be in accordance with applicable Federal, State and Local regulations, rule and guidelines, including the latest Florida Department of Transportation (FDOT) Standards including FDOT Design Manual, FDOT Standard Plans, and FDOT Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), current Osceola County Land Development Code, and Osceola County Engineering Standards found in below attachments:
   a) **Exhibit "D"** - Osceola County General Notes
   b) **Exhibit "E"** - Osceola County Cabinet and Controller Specifications

F. **Work Site.**

1. The contractor shall, at all times, keep the premises free from accumulation of waste

materials or rubbish caused by its operations. At the completion of the work, the contractor shall remove all waste materials and rubbish from and about the job site, as well as, all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

2. Each project must have an IMSA Level 2 Signal Technician on site and all each contractor shall have at least one person on site while work is being performed that is certified in MOT training as required by the FDOT.

G. Project Management.

1. Contractor shall identify a project manager (both prime and sub-contractor when applicable) for the project and provide emergency and non-emergency telephone numbers (office, home and cellular) to the County at the award of the contract. The project manager shall remain with the project for the life of the contract unless requested in writing by the contractor and approved by the County Traffic Engineer or Signal Project Manager.
2. Contractor shall identify all sub-contractors participating in the contract with the bid document. The sub-contractor(s) shall remain the same for the life of the contract unless requested in writing by the prime contractor and approved by the County Traffic Engineer.

H. Work Schedules & Maintenance of Traffic.

1. Contractor shall schedule work to minimize impact on the peak traffic periods. Peak periods are defined as 7:00 to 9:00 AM and 4:00 to 6:00 PM Monday through Friday. No lane closures shall be permitted during the peak periods.
2. The contractor shall provide maintenance of traffic in accordance with the latest FDOT Standard, 102 Series for the project. Failure to comply with this requirement will result in complete shutdown by the County Traffic Engineer with no additional compensation to the contractor.
3. Each task authorization will be issued a notice to proceed to be followed by a specific completion date set by the County Project Manager. A penalty of $200 per day will be assessed for each day the contractor exceeds the completion date, excluding delays caused by circumstances beyond the contractor's control.
4. There shall be a 30 calendar day workmanship warrantee / burn in period, which takes effect following satisfaction of the final inspection and completion of a turn-key signal system. After successful completion of this 30-day period, the County will accept all maintenance responsibilities. If the work and/or equipment fail to withstand the 30-day burn in period, the warrantee period will restart after proper repairs are made and pass inspection.

I. **Inspection and Acceptance.** County shall inspect all work upon completion and formally accept the work. It shall be the contractor's responsibility to schedule and hold preliminary and final acceptance meetings. Failure of County staff to detect discrepancies and poor workmanship and material shall not relieve the contractor of the responsibility for completion of the task and successful operation as required.

J. **Warranty.** The CONTRACTOR shall warranty work per the FDOT standard specifications or for one (1) year, whichever is greater, for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement (as determined by the COUNTY) shall, at the option of the COUNTY, result in an increase in the withheld amount and duration of Agreement retainage; and shall, at the option of the COUNTY, result in termination of this Agreement.

K. **RFP and/or Performance and Payment Bond.**

1. The County may require a performance and payment bond for individual projects. The County will make a determination if a performance and payment bond is needed on a per project basis. The value and size of the project will be considered. If the County determines a performance and payment bond is required for an individual project, the successful Proposer shall furnish to the County a performance and payment bond or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total value of the individual project. Receipt of said Performance and Payment Bond or alternative form of security; shall occur no later than ten (10) calendar days after approval of the individual project by the County/Designee.
2. If a performance and payment bond is required, no commencement of work shall be authorized by the County without receipt of the Performance and Payment Bond or alternative security.
   a) The Performance and Payment Bond shall be submitted in the form of a Payment and Performance Bond; in the amount of **one hundred percent (100%) of the total amount approved by the County for each individual project**, made payable to Osceola County Board of County Commissioners, issued by a Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.
      1) The Surety must be rated as "A+"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
   b) In lieu of a Payment and Performance Bond, the successful proposer may select one (1) of the below listed alternative methods to provide the required security:
      1) A money order, certified or cashier's check drawn from a national or state bank

whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount approved by the County/Designee for each individual project**, made payable to the Osceola County Board of County Commissioners;

2) An irrevocable Letter of Credit drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount approved by the County/Designee for each individual project**, made payable to the Osceola County Board of County Commissioners. The irrevocable Letter of Credit shall contain the following:

   (a) The "Beneficiary" shall be stated as:
   Osceola County Board of County Commissioners
   1 Courthouse Square
   Kissimmee, Florida 34741

   (b) The Letter of Credit shall also contain the following language:
   "It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date of this letter of credit unless at least forty-five (45) days prior to such expiration date we notify the beneficiary by certified mail that we elect not to consider this letter of credit renewed for such additional period."

3) Cash (U.S. currency only).

c) The terms of the Payment and Performance Bond or alternative form of security used shall be:
   1) The successful proposer shall assure faithful performance of the project;
   2) The successful proposer shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with the project;
   3) Any interest earned as a result of the County depositing the accepted money order, certified or cashier's check, or cash received into an interest bearing account shall be retained by the County; and,
   4) Nothing in this section shall be construed to limit the authority of the Board, the County Manager, or the Procurement Services Manager to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the County.

d) Return of Payment and Performance Bond or alternative form of security used. It shall be the sole responsibility of the successful Proposer to request in writing from the County the return of the Payment and Performance Bond or alternative form of

security used. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance by the County, or expiration in a satisfactory manner of the awarded Agreement associated with each project. Payment and Performance Bonds or alternative form of security used will not be returned unless requested by the successful Proposer in writing.

Exhibit "B"
Method of Selection

This section below briefly describes the expected task authorization process to be used to request work from the pre-qualified Contractors.

1. The County's Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
2. When required by the Project Manager or designee, Contractors will attend any Mandatory onsite visits. If there is a Mandatory onsite visit requirement, only proposals received from pre-qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
3. Contractor drafts price proposal and submits to County for review. This proposal shall include the following:
   a) Brief description of the work to be performed.
   b) Labor and material costs for each of the major elements of work.
   c) Total cost of project.
   d) List of sub-contractors (if any).
   e) Signed statement confirming that the Contractor has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work.
   f) Number of calendar days required to complete the work after County authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
4. The completed cost proposal shall be signed and dated by the Contractor and returned to the County for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the County's Project Manager or designee.
5. Upon review of all proposals received, the County will assign the project by issuing a Task Authorization.
6. Task Authorization-based project assignments will be placed with the Contractor providing the lowest price and can demonstrate both availability and capability to meet the project schedule of completion.
7. The County's review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The County will only consider change orders in extreme cases.
8. A typical Task Authorization shall include the following:
   a) Sequential Tracking Number
   b) Description of the work to be performed – ***Attachment "A" – Scope of Work***
   c) Special Conditions (if applicable)
   d) Detailed Price Breakdown of goods and services to be provided – ***Attachment "B" – Price Breakdown***

e) Milestone Schedule and date of Completion – ***Attachment "C" - Schedule***
f) Identification of all sub-contractors to be used (subject to County approval) – ***Attachment "D" - Subcontractors***
g) Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable. Subject to County approval
h) Liquidated damages provision (if applicable)
i) Pertinent Attachments

9. Issuance by the County of a Purchase Order after the Task Authorization has been signed by both parties shall constitute the Notice to Proceed. The Contractor shall commence on-site work no later than ten (10) working days after receipt of a Purchase Order.
10. The County may, at its sole discretion, require the successful contractor(s) to supply Payment and Performance Bonds equal to 100% of the project value as approved by an executed Task Authorization. If the County determines that Payment & Performance Bonds are required, the original bonds shall be submitted prior to commencement of work and/or the delivery of any materials. Not all projects will require a bond; however, failure to provide a Payment & Performance bond for projects when required shall preclude the Contractor(s) from performing any work on that project regardless of any approved Task Authorization. The Contractor's failure to produce a Payment and Performance bond on projects when required may be considered failure to perform under the master agreement.
11. The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.
12. The Contractor shall control all work.
13. If, in the County's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the County may select an alternate Contractor for the work. If the Contractor has been found, in the County's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the County reserves the right to suspend the Contractor from the pre-qualified list.
14. Contractors that have four active tasks assigned and underway will be ineligible to submit a proposal on any additional tasks until at least one existing task is complete and fully accepted by the County.

    Note: In the Project Managers sole discretion, Contractors may have more than four active tasks assigned when the County's Project Manager determines it to be in the best interest of the County.
15. Upon completion of work in its entirety, and inspection and approval of work has been performed by the County's Project Manager or designee, the Contractor shall issue an invoice to the County's Project Manager or designee.

EXHIBIT "C"
TASK AUTHORIZATION FORM

TASK AUTHORIZATION ORDER FORM

Osceola County Task Authorization In accordance with the terms and conditions of the Agreement ref.: RFP-19-11190-TP, dated XX-XX-XXXX, the parties hereto agree to perform the work itemized below.	**County Project Manager:** Date: Number: Contractor: Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERD TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work
Attachment B- Price Breakdown
Attachment C - Schedule
Attachment D – Sub-Contractor

Recommended By: _____ Date: _____
Department Administrator or delegate

Reviewed By: _____ Date: _____
Requestor

Contractor/Consultant Approved	**County Manager or Delegate Approval**
Name (print)	Name (print)
Signature:	Signature:
Date:	Date:

Exhibit "D"
Osceola County General Notes

Survey

1. There may be additional easements, rights-of-way, or other restrictions that are not shown on this survey that may be found in the public records of Osceola County.

2. Design data sources: (list data sources used)

Utilities

1. The location of the utilities shown in the plans is based on limited investigation techniques and should be considered approximate only. The exact location shall be determined by the contractor during construction. The contractor shall be responsible to verify if other utilities (not shown in the plans) exist within the area of construction. Should there be other utilities; the contractor shall notify the respective utility owners to resolve utility conflicts and utility adjustments, as required. Utilities shall remain unless otherwise noted. The contractor is responsible for the protection of all utilities to remain in place.

2. The contractor shall notify all utilities at least 48 hours in advance of any operation that may conflict with overhead or underground utilities, including pole setting operations where a conflict with overhead electrical conductors is expected.

3. As directed by the project engineer, the contractor shall adjust conduit vertically to avoid any possible conflicts with underground utilities.

4. It is the intent of these plans that the proposed equipment to be installed is to be placed in such a manner so as to totally avoid any conflicts with existing utilities along the route. It is the contractor's responsibility to obtain the necessary information to plan their work within the design or specified parameters, and the specified timeframe. It shall be the contractor's responsibility to locate all aboveground and underground conflicts in advance of the placement of any conduit or other facilities.

5. The contractor shall hand dig the first four feet of any pole or pedestal installation to insure that there are no underground utility conflicts. No separate payment shall be made for this work. Extreme caution shall be used by the contractor when excavating, installing, backfilling and compacting around existing utilities.

6. The contractor shall be solely responsible for the location (both vertical and horizontal) and protection, repair and/or replacement of all utilities that may be affected by the construction of this project. This should be performed by vacuum excavation or comparable non-destructive equipment. The cost of repairs and or replacement shall be covered by the contractor or utility owner.

7. The contractor shall be responsible for contacting the company providing electric power to determine if a service processing fee is required. If required, the fee shall be reflected in the contractors bid unit price for electrical power service assembly.

8. The contractor is advised that the presence of overhead electric conductors in close proximity to the locations of the proposed signal mast arms may limit the type of equipment that can be used in construction of the mast arm and its foundation. Contractor shall coordinate with Power Company to deactivate lines if necessary.

9. The contractor shall notify utility owners through sunshine one call of Florida Inc., (800) 432-4770, and utility owners listed below two business days in advance of beginning construction on the job site. A contractor's representative shall be present when the utility company locates their facilities. The location of existing utilities shall be determined by the contractor and the utility representative when necessary during construction.

List of utility owners (It is responsibility of the EOR to list all utility owners on the plans, and the contractor to field verify):

Company contact telephone #

General

1. Unless otherwise noted in the technical specifications: installation, acceptance, and payment for all items required in these plans shall be in accordance with the current editions of the following, referenced in the key sheet: Manual on Uniform Traffic Control Devices (MUTCD), FDOT Standard Specifications for Road and Bridge Construction (Standard Specifications), FDOT Roadway and Traffic Design Standards (Standard Indexes) and FDOT District 5 preferences.

2. Any county-owned equipment removed from a work-site shall be verified and approved by the County Project Manager or designee.

3. These plans reflect conditions known during plan development. In the event actual physical conditions prevent the application or the progression of any work specified in these plans, the contractor shall notify the engineer immediately and prior to any further work activity.

4. Approval of shop drawings does not constitute a warranty that the signal equipment complies with the standards of the maintaining agency. The contractor is responsible for insuring that the proposed signal equipment meets the requirements specified in the contract, specifications and contract plans.

5. The contractor shall submit for approval two sets of shop drawings, manufacturer's descriptive literature and technical data for each equipment item proposed on this project to the EOR.

6. The maintaining agency is Osceola County. A right of way utilization permit is required. The contractor shall notify the maintaining agency at least 72 hours before beginning any related

traffic signal work. The contractor shall obtain all construction permits required for the project for applicable cities, county, agencies, and FDOT. Approval of plans by Osceola County does not constitute a permit.

7. Equipment warranty shall be one year, manufacturer's provided or per FDOT Standard Specifications (latest edition), whichever is longer.

8. Prior to beginning construction, the contractor shall provide written notice of commencement, via email, to Traffic Operations Engineer. Notice shall include the date of commencement, location and type of work & information regarding any malfunctioning signal equipment. This shall be completed at least 48 hours prior to commencement of work. The engineer shall be notified as well.

9. During non-working hours, no equipment, vehicles or material shall be parked or stored within thirty feet of the roadway carrying traffic. If the above is not possible, a storage area with proper delineation and advanced warning shall be used with the approval of the engineer.

10. The contractor shall notify Senior Signal Traffic Technician at least two full business days in advance of installing ground rods, underground conduit, or setting poles so that these operations can be observed.

11. Contractor shall provide to the county an updated construction schedule in the form of a two week look ahead on a bi-weekly basis.

12. All existing signalization equipment to remain, including loop assemblies, is assumed to be in good working order unless Osceola County is notified in writing prior to the start of construction. Any subsequent damage to the signal equipment shall be repaired by the contractor at the contractor's expense.

13. All disturbed areas, including pavement markings, shall be restored, at the contractor's expense, to original condition or better.

14. Remove stop signs and any additional stop control type signs only after full operation of signal. (for new signal installations only)

15. Saw cutting of the existing sidewalk shall be made only at the nearest flag joints.

16. Existing drainage structures within the construction limits shall remain, unless otherwise noted.

17. Special attention is directed to the fact that some drainage structures extend into the stabilized portion of the road bed and extreme caution will be necessary in stabilization operations at those locations.

18. The removal of concrete curb & gutter and flexible pavement in areas beyond the limits of clearing and grubbing which is necessary for the proper construction of the proposed improvements is incidental to the cost of the improvement.

19. The contractor shall be advised that other projects may be under construction concurrently with this project and that coordination efforts may be necessary. The contractor shall be responsible for determining the construction schedule and for the amount of coordination required. The contractor shall coordinate any and all construction activities and traffic control phases with any contractor within or adjacent to project limits.

20. Final locations of all cabinets shall be approved by the engineer prior to placement of the foundation if the location has changed from the plan.

21. Nothing in the general notes or special provisions shall relieve the contractor from their responsibilities toward the safety and convenience of the general public and the residences along the proposed construction area.

22. Offsets to poles, cabinets and pull boxes are to the center of those items. The location of all proposed equipment to be installed shall be considered to be approximate. Field adjustment of all proposed equipment may become necessary to accommodate existing field conditions. Variations from the proposed location must be pre-approved by the county in writing.

23. These plans reflect conditions known during plan development. In the event actual physical conditions prevent the application or the progression of any work specified in these plans, the contractor shall notify the engineer prior to any further work activity.

24. Pull boxes shall be placed behind curb and gutter. If there is no curb and gutter, then pull boxes shall be placed at least ten feet from the edge of pavement or roadway radii. Pull boxes shall not be placed in ramps. Pull boxes shall not be located at the bottom of any ditch or retention area/pond. Pull boxes installed along a sloped surface shall match the slope of the existing surface. Pull boxes shall be traffic rated.

25. All ends of conduits in pull boxes and cabinets shall be sealed with electrical putty after wiring is complete.

26. The contractor shall make all video detectors installed as part of the project fully operational in accordance with their associated isolated intersection signal timing chart within 24 hours of their installation.

27. The video detection system shall be on the Florida department of transportation (FDOT) approved products list and meet all qualifying specifications identified herein or as described in FDOT section 660 "VEHICLE DETECTION SYSTEM - 660-2.1.2.2 Video" as it applies to video vehicle detection systems. Errors because of variations shall be fixed at the contractor expense, no additional compensation will be provided.

28. It is the contractor's responsibility to review the placement of the video image detection devices and coordinate with the engineer of record to determine the most optimal location for the installation of the video image detection devices in order to meet the performance requirements of the technical specifications.

29. No video detection shall be installed on uprights of mast arms.

30. The use of "Jones" Plugs shall be prohibited.

31. Circular drip loops (minimum one circle) are to be provided at all aerial disconnect hanger, interconnect junction box, electrical sign and pole locations.

32. Six feet of additional signal cable slack shall be present in the upright such that the terminal block can be removed from the upright to allow for trouble shooting.

33. Cable grip shall be of sufficient size to not compromise the insulation on the signal cable.

34. All cable shall be pulled in the conduit with a cable grip designed to provide a firm hold on the exterior covering of the cable. A winch with a slip clutch shall be used to ensure that the allowable tension unit is not exceeded. An approved lubricant shall be used to facilitate the pulling of the cable.

35. Detection delay time shall be set to five seconds.

36. All signal assemblies shall have a vertical clearance of 17.5' (minimum) to 19' (maximum) from the bottom of the assembly to the highest point of the road beneath.

37. When the plans call for pedestrian signal modifications on existing concrete strain poles, the contractor shall install an above ground galvanized rigid conduit from base of pole to 30" minimum in height to an approved 2" lb. or junction box to enter the pole. All installations must be on the backside of the existing concrete pole to avoid traffic and ADA hazards. A minimum of one galvanized trap will be used to securely attach the rigid galvanized to the existing concrete pole. All floating terminations will be inside the pole and weather approved. All above ground conduit per the NEC must be grounded. Use either a solid or stranded no. 6 AWG copper insulated (green) conductor for all applications. Make all bonds between ground wires and ground electrodes assemblies exothermically. All APL products must be submitted and approved by the EOR and be placed in the submittal package prior to installations. Additionally the installation must:

    a. not cover the hand hole
    b. must clear the steel in the strain pole

38. Ground rods are to be installed in pull boxes when possible

39. Signal cable shall be spliced to a separate 7 conductor cable for each signal and 7 conductor cable for each pedestrian head. These splices shall be installed in either the hand-hole of the steel pole/concrete strain pole or within the transformer base of a pedestrian pedestal. The color code of signal cable shall be verified with Osceola County prior to wiring intersection. A permanent tag shall be placed at both of the wire terminations designating the phase used. All unused signal wires shall be bonded to the pole ground. Each detector push button shall be fed

with an individual two conductor Belden cable, with the shield wire bonded to the pole ground. The outside insulation jacket of all signal cables shall remain intact from the signal heads to the field termination points. No un-jacketed individual conductors shall rest in any field drilled structures or assemblies.

40. Contractor shall verify color codes for both signal and interconnect cable with Osceola County before ordering. Wiring diagrams shall be in accordance with Osceola County specifications.
41. All field wiring shall be neatly bundled and clearly identified with permanent legible, weatherproof tags that are securely attached to each cable. The tagging system proposed shall be submitted for approval with the other equipment submittals required for this project.
42. Three spare conductors shall be installed per vehicle phase. Spares shall be bound and grounded in cabinet.
43. A manual push cord shall be furnished per FDOT specifications 676-3.3.
44. Two spare conduits stubbed to the nearest pull box shall be installed in all new cabinet installations
45. All signal runs installed shall be continuous runs or if not continuous must have a terminal strip installed and fastened to the mast arm.
46. All new intersections shall have pedestrian heads installed on mast arms and avoid the unnecessary use of pedestrian poles. Pedestrian poles will be allowed in cases that the ramp setback violates ADA requirements.
47. All new intersections shall use cobra heads for overhead lighting. Lighting shall be L.E.D.
48. All signal indications shall be L.E.D. L.E.D. product information shall be submitted to the EOR for review and approval.
49. Solid conductors should be used for main roadway phases and tracers used for side street phases.
50. No mixing of signal wires and fiber will be permitted
51. No use of LB conduits shall be used in existing or new cabinet installs
52. All wires or fiber in pull boxes or signal cabinets must be clearly marked for direction and phases on video cables, video racks and any loops.
53. All pedestrian walkways shall use "cast in place" type ADA mat. No ADA mat fastened to the concrete or paint on mats shall be used.

54. When loops for signals are repaired or new video system is installed the contractor shall remove existing defective or unused loop wires. The removal shall not be any additional cost to the County

    FLASHING SCHOOL BEACONS

    All installed School Flashers shall be RTC model AP22 clocks designed to be compatible with Osceola County's RTC central software. The photovoltaic module shall provide 12 VDC and be capable of recharging the system to full capacity after 6 hours. The cabinets shall be 26H" x 17W" x 9"D to house a 12 VDC battery. Contractor shall utilize FDOT design standards index # 11862

Pollution prevention

1. The contractor shall comply with the requirements set forth in Section 104 of the FDOT Standard Specifications regarding the prevention, control, and abatement of erosion and water pollution. The cost of this compliance shall be considered incidental to the project.

2. Sod shall be placed at locations to prevent damage to adjacent facilities and property due to erosion on all newly graded cut and fill slopes as work progresses. Sod shall be incidental to other items.

Structures

1. The contractor shall verify structure orientation prior to placement. Structures of incorrect orientation shall be replaced at contractor's expense. The contractor shall verify that all structures are set to elevations that will meet vertical clearance requirements specified in FDOT, MUTCD, and county standards prior to installing structural material. If a discrepancy is found, contact the engineer of record.

Inspections

1. All final inspections are to be scheduled in accordance with contract documents. The maintaining agency shall be notified at least 72 hours before turn-on inspection.

2. The contractor is required to inspect the installation of the traffic signals in accordance with FDOT specification 105-5.10. The contractor shall coordinate the final acceptance inspection in accordance with FDOT specification 611-2.2 with the engineer at least ten business days in advance. Senior Signal Traffic Technician Osceola County Traffic Engineering should be contacted ten business days before the inspections are to be performed so they may be present.

3. Contractor shall have the approved shop drawings available on the project site.

4. All work which will not be readily visible upon completion shall not be concealed until an approved inspection. In the event that items are concealed, it will be the contractor's

responsibility to expose the questioned item(s) for the inspector's approval, at no additional cost to the county. This includes, but is not limited to:

a. buried or imbedded conduit
b. ground wire, rods, and array
c. loops and homeruns
d. loop splices before encapsulating
e. all meg ohm and continuity testing shall be done in the presence of the county inspector

5. The application of the following materials to various traffic signal components shall be performed during assembly:

   a. Threaded hardware: all non-electrical threaded hardware (i.e. Astro bracket hardware, pole hardware, or any threaded surface) shall be coated with an anti-seize lubricant approved by the engineer. No spray on anti-seize compound will be accepted.

   b. Gasketing surfaces: all gasket surfaces shall be lightly coated with county approved silicone grease.

   c. Electrical connections: all mechanical/electrical connections shall have the various components of the splice or termination coated with a county approved oxide inhibitor.

   d. Galvanized surfaces: all scratches and field-drilled holes shall be treated in accordance with the "special provision for installation of paint-over-galvanized steel mast-arm assemblies".

   e. Weatherproofing: irregular mating surfaces shall be rendered weatherproof by applying an appropriate bead of clear silicone caulk. These areas include serrated signal couplings, controller cabinet foundation, pedestrian push buttons, and any other areas typically prone to moisture infiltration.

   f. Cable entry/exit: whenever a cable enters or exits a field drilled hole, the cable shall be protected from abrasion with an approved means.

6. In an inspection, the contractor shall provide all necessary equipment including a two man bucket truck or platform lift truck for use by the inspector and maintenance.

7. If the contractor calls for an inspection and the contractor is not prepared for the inspection (i.e. the inspection has to be rescheduled), the contractor shall be back charged for all costs associated with the inspection.

As-built plans

1. The contractor shall provide four sets of marked up (as-built) construction plans to the engineer and maintaining agency as defined in FDOT standards and bridge specifications section 611, seven days prior to signal conditional acceptance inspection by the maintaining agency. The

contractor shall be required to become familiar with Osceola County's inspection procedure. The contractor shall also provide a PDF of the as built plans. The Contractor shall install one as-built plan into the draw in the signal cabinet in addition to as built plans, contractor shall submit bore logs.

2. The contractor shall submit a sketch to the engineer for approval, if the location of any vertical placement varies from the designated location of the plan. Upon final inspection and acceptance, the contractor shall provide as-built and as-installed drawings as stipulated in the contract.

Submittals

1. All submittal data should be submitted to Traffic Operations Engineer on Osceola County projects to the office below. The contractor shall allow for 15 working day turn around on submittals.

   Osceola County Traffic Engineering
   Attn: Traffic Operations Engineer
   1 Courthouse Square Suite 3100
   Kissimmee, FL 34741

2. Prior to any equipment order, the contractor shall submit for approval equipment specifications, or design data for all material proposed for this project.

Communications

1. The contractor shall remove the signal interconnect cable from the existing controller back to the nearest pull box and reroute it from there, through new conduit, to the new controller.

2. All new fiber installations, trench or bore, shall have a spare 2-2" conduit installed with a 10 gauge trace wire.

3. Any fiber interconnect cable that is cut or damaged during construction must be replaced as an entire run and shall be re-spliced within the splice closure at the end of the run. Splicing of fiber interconnect cable between splice closures is not permitted. The contractor shall bear all expenses associated with the installation of the new interconnect cable.

4. Pull/junction boxes, and any other signal or other systems equipment damaged by the contractor shall be repaired at the contractor's expense.

5. Any material furnished for the purposes of: new installation, replacement, or repair of the existing communications infrastructure shall meet the standards and specifications of Osceola County Traffic Engineering. Any supplied controller cabinet, controller, telemetry unit, communications cable, pull box, conduit, termination device, junction box, and communications interface panel shall comply with the latest requirements as stated by Osceola County.

6. If there is fiber optic cable within your project limits or within 1500 feet of your project limits, contact Traffic Operations Engineer or Senior Signal Traffic Technician.

7. When communications to an intersection must be disrupted by a contractor to perform work, the contractor shall provide two day advance notice in writing to the Osceola County Traffic Engineering. This notification shall be conveyed via electronic mail (e-mail) to the Traffic Engineer Traffic Operations Engineer and copy Traffic Management Center Supervisor. Notification shall include contact person, telephone number, purpose, location and duration. The disruption shall last for no more than three consecutive business days. Where possible, the disruption shall be during off peak hours beginning at 9:00 am and ending at 3:00 pm or from 6:00 pm to 7:00 am.

Traffic control

1. Maintenance of signals responsibility belongs to contractor from time work begins until such time as maintenance responsibilities are properly transferred to the County. The contractor shall have a certified traffic signal technician (minimum IMSA Level II) present on the work-site while work is being conducted, and on call with a maximum two hour response time for trouble calls.

2. Traffic shall be maintained in accordance with the FDOT "Roadway and Traffic Design Standards", dated 2013, latest edition of MUTCD and standard specifications. Attention is directed to the index 600 series, per index numbers listed.

3. During non-working hours, no equipment, vehicles or material shall be parked or stored within the clear zone of the roadway carrying traffic, as detailed in index 600.

4. During the time the contractor is restoring all malfunctioning traffic signal equipment, the contractor shall provide, at their expense, temporary traffic control devices, flagger personnel, and law enforcement personnel as necessary to maintain a safe and efficient flow.

5. Lane closure hours are allowed during the following times:

    a. M, T, Th. and F: 9am-3pm (school days)
    b. Wednesday: 9am-1:30 pm (school days)
    c. M-F: 9am-3pm (non-school days)
    d. Nighttime lane closures shall be permitted on a case by case basis.

6. Whenever signal work is being performed at an intersection (installing conduit in the street, removing existing signal equipment, installing new signal equipment, installing loops and runs, turning on new signals, etc.) where a lane is closed, an off-duty law enforcement officer shall direct traffic. The cost of the off-duty law enforcement officer shall be incidental to the work and will not be paid separately.

7. Early "turn-on" of any new signal installation will only be permitted if authorized in writing by Osceola County Traffic Engineering. If this need arises, Osceola County Traffic Engineering will negotiate with the contractor for maintenance of the signal. New signal locations shall be flashed no less than seven days, and no more than fourteen days prior to the inspection. All new signals shall be turned on full cycle after flashing (Tuesdays thru Thursdays only). Signal heads must be bagged with burlap or turned back until this time.

8. All existing regulatory and informational signs and traffic signals shall be maintained and protected by the contractor for as long as deemed necessary by the County. If any signs or signals are damaged or lost during the construction period, such signs and signals shall be repaired or replaced by the contractor at contractor's expense.

9. Existing communications or command wire connections shall be maintained at all signalized locations during construction. , Railroad flashing beacons, Railroad pre-emption, fire pre-emption and school zone flashers. Contractors shall provide temporary lines and connections if necessary.

10. The contractor shall maintain on-line communications of existing or temporary signalization. Cost of maintaining communication with the central site, including temporary lines and connections, shall be paid for under the maintenance of traffic pay item number. All reported malfunctions of the communications system shall be responded to by the contractor within two hours and shall be repaired within 24 hours.

11. All new CCTV camera's shall be mounted to have the ability to view 360 degree angle by placing the camera on the Mast arm using a candy cane support riser.

Osceola County
Board of
County
Commissioners

Traffic Signal Cabinet and Controller Specifications July 2018

Specifications Issued by:
Osceola County Transportation & Transit
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
Phone: 407-742-0552. Fax 407-742-0206.

1.0 Introduction

The Traffic Signal Cabinet and Controller specifications are to serve as minimum requirements on all Osceola County Traffic Signal Projects. All revisions to these specifications shall be approved by the Traffic Engineering Manager or Chief Traffic Engineer.

1.1 Summary of Specifications

The OSCEOLA COUNTY TRAFFIC CONTROL CABINET ASSEMBLY shall include a minimum of:

- Type VI cabinet
- Cobalt Econolite controller COB21100110000 (Ethernet Ready)
- EDI MMU16LEIP (Ethernet Ready)
  TS2-1 cabinet
- Shall contain 16 or 32 channels of vehicle detection
- Cabinets racks shall be pre-wired for Opticom
- Shall contain a system panel with surge suppression for PEDS / Opticom
- Shall have a 6 position AC outlet for ITS devices
- Fiber Termination panel shall be installed
- External Ethernet switch shall be included (contact Osceola County for type of switch) .
- Expand on Neutral bar connections
- A Photo cell shall be wired internal to the traffic control cabinet with a ON/OFF/Test switch on the panel for illuminated signs.
- An integrated computer shelf/draw
- Lockable generator compartment, with generator receptacle and transfer switch
- Wired detector, power, main and door panels
- Pertinent field wiring documentation and intersection drawing mounted inside main door
- An externally mounted UPS shall be provided battery back-up power to fully operate a 450W intersection for 8.5 hours. The UPS shall be IP capable and be a 48V system. The battery type shall be GEL Cell with 4 year warranty.

2.0 Cabinet

2.1 The cabinet and door(s) shall be constructed from type 5052-H32 aluminum with a minimum thickness of 0.125 inches. All welds shall be neatly formed and free of cracks, blowholes and other irregularities.

2.2 All inside and outside edges of the cabinet shall be free of burrs. All sharp edges shall be made smooth.

2.3 The cabinet shall be designed and manufactured with materials that will allow for base mounting.

2.4. A rain channel shall be incorporated on all four (4) sides of the main door opening to prevent liquids from entering the enclosure. Cabinet door openings shall be double flanged outward on all four (4) sides to produce the rain channel.

2.5 The top of the cabinet shall incorporate a minimum half inch (1/2") slope toward the rear to prevent rain accumulation.

2.6 The cabinet shall be supplied with a natural aluminum finish. Sufficient care shall be taken in handling to ensure that scratches are minimized. All surfaces shall be cleaned of all oil residues and shall be free from weld flash.

2.7 All interior seams shall be sealed with RTV sealant or equivalent material.

2.8 All Type VI cabinets shall be supplied with three (3) vertical channel rails mounted on each interior side wall of the cabinet for the purpose of mounting cabinet components. The channels shall accommodate spring-mounted nuts.

2.9 All Type VI cabinets shall be supplied with three (3) removable shelves manufactured from 5052-H32 aluminum having a minimum thickness of 0.125 inches. . Shelves shall have a minimum depth of ten and one-half (10.5) inches. Shelves shall be adjustable to the full height of the cabinet.

2.10 Three (3) vertical "C" channels shall be mounted on each interior side wall of the cabinet for the purpose of mounting the cabinet components. The channels shall accommodate spring-mounted nuts or studs. All mounting rails shall extend to within four (4) inches of the top and bottom of the cabinets. Rivets or pop-rivets of any kind shall not be used in the cabinet or on the main panel. No bolts or screws shall protrude through the outside walls, top, bottom, or sides of the cabinet.

2.11 All cabinets shall be supplied with four (4) anchor bolts to properly secure the cabinet to its base.

2.12 The integrated drawer/laptop shelf shall provide space and a work platform.

2.13 One inch (1") diameter ventilation holes shall be provided on the underside of the cover overhang and louver slots are formed in lower portion of the main door. In addition, 2 thermostatically controlled fans assists in circulating air throughout the cabinet. The exhaust and intake vents shall be rain resistant to avoid water intrusion into the cabinet. A removable air filter shall be supplied with each cabinet.

2.14 The cabinet shall be base mounted and equipped with inside flanges at the front and back, right and left, and with mounting rails welded in place to anchor to a base.

2.15 The cabinet lighting shall be provided and controlled by a door activated switch.

2.16 The cabinet shall have a minimum of six (6) AC outlets for ITS devices.

2.17 The cabinet shall have three (3) sets of cabinet prints.

3.0 Door and Hardware

3.1 The lower section of the cabinet door shall be equipped with a louvered air entrance. The air inlet shall be large enough to allow sufficient airflow per the rated fan capacity. A removable fiberglass air filter shall be supplied with each cabinet. The filter shall be secured to the air entrance in such fashion as to maintain close contact at all times to the louvered air entrance.

3.2 The roof of the cabinet shall incorporate an exhaust plenum with a vent screen. Perforations in the vent screen shall not exceed 0.125 inches in diameter.

3.3 The main door shall be equipped with a three-point draw roller type latching mechanism. The push rods shall be turned edgewise at the outward supports and shall be 0.250 inch by 0.750 inch aluminum, minimum.

3.4 The handle on the main door shall include a hasp for the attachment of an optional padlock. The handle shall not extend beyond the perimeter of the main door at any time. The lock assembly shall be positioned so that the handle shall not cause any interference with the key when opening the cabinet door. When the door is closed and latched, the door shall automatically lock. It shall not be necessary to use a key in order to lock the door.

3.5 The main door shall be equipped with a mechanism to automatically hold the door open at approximately ninety (90), one hundred twenty-five (125), and one hundred fifty (150) degrees, in windy conditions.

3.6 The main door shall be equipped with a #2 key. The lock shall be of brass construction, and shall have a swing away cover. Two (2) No. 2 keys shall be supplied and attached to each cabinet door upon shipment.

3.7 The cabinet door handle shall rotate counter-clockwise to open. It shall not extend beyond the perimeter of the door at anytime. The lock assembly shall be positioned so that the handle cannot cause interference with the key while opening the door. The door handle include a three point latching system and a padlock hasp.

3.8 A diagram of the intersection, loop or video inputs and signal connections inside main door.

4.0 Police Switch Compartment

4.1 A switch compartment shall be provided on the main door.

4.2 The opening for the switch compartment door shall be double flanged on all four (4) sides and shall incorporate a rain channel on all four (4) sides.

4.3 The police door lock shall be of brass construction, and shall have a swing away cover. All cabinets shall have a police panel door that utilizes a slam shut type latching mechanism. Two (2) police keys (skeleton key) shall be supplied and attached to each cabinet door upon shipment.

4.4 A manual pushbutton for manual activation through the police door panel shall be supplied for each cabinet

5.0 Terminals and Facilities Main Panel Design

5.1 The main panel shall be constructed from 5052-H32 brushed aluminum of 0.090 inches minimum thickness and formed so as to minimize any flexing when plug-in components are installed.

5.2 The main panels shall be fully wired in the following configurations:

Fourteen (16) load switch sockets, (eight (8) vehicle sockets, four (4) pedestrian sockets and two (4) overlap sockets) four 4) flash transfer relay sockets, one (1) flasher socket and two (2) main panel BIU rack positions for vehicle detection only where necessary.

5.3 Reference designators for all load switch and flash transfer relay sockets shall be silk-screen labeled on the front and rear of the main panel.

Up to eight (8) load switch sockets may be positioned horizontally or stacked in two (2) rows on the main panel. If more than eight (8) load switch sockets are required they shall be mounted in two (2) horizontal rows.

5.4 A bracket extending at least half the length of the load switch shall support all load switches. This support must be rigidly mounted to the main panel and be removable for maintenance by using hand tools only.

5.5 All field output circuits shall be terminated on a non-fused terminal block with a minimum rating of twenty (20) amps.

5.6 All main panels shall provide means of programming the controller phase outputs to load switch inputs with only the use of a screwdriver.

5.7 Permanent alphanumerical labels shall identify all field input/output (I/O) terminals. All labels shall use standard nomenclature per the NEMA TS 2 Specification.

5.8 All flash color selection shall be accomplished at the field terminals with the use of a screwdriver only. It shall also be possible to select through terminal connections, which of the two (2) flasher circuits is connected to each phase. All cabinet flasher circuit and flash color wiring shall be wired as below or as specified on the plans.

Flasher circuit output #1 shall be wired for phases1, 5, 2, 6 and overlap C. Flasher output circuit #2 shall be wired for phases 3, 4, 7, 8 and overlap D. All cabinets shall be pre-wired to flash phases 2 and 6 and overlap C yellow and all other phases and overlaps red.

5.9 Signal output terminals shall be screw type; Compression type termination shall not be acceptable.

5.10 As a minimum, an RC network shall be wired in parallel with each group of three (3) flash-transfer relay coils. An RC network shall be installed on all other relay coils.

5.11 All Controller Unit and Malfunction Management Unit cables shall be of sufficient length to allow the units to be placed on either shelf. Connecting cables shall be jacketed or sleeved in a braided nylon mesh. The use of exposed tie-wraps or interwoven cables is unacceptable.

5.12 All cabinet configurations shall be provided with enough RS-485 Port 1 communication cables to allow full capabilities of the cabinet. Each communication cable connector shall be a 15-pin metal shell D sub-miniature type. The cable shall be a shielded cable suitable for RS-485 communications.

5.13 All main panels shall be pre-wired for a Type-16 Malfunction Management Unit.

5.14 All wiring shall be neat in appearance. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections/splices are not acceptable. All cabinet back panel conductors shall be soldered, at its destination point as specified. Printed circuit boards, except for detector rack, loop detector panel and pedestrian isolation boards shall not be used on main panels.

5.15 All connecting cables and wire runs shall be secured by mechanical clamps. Stick-on type clamps are not acceptable.

5.16 The main panel shall have colored wiring (i.e. green, yellow and red) to facilitate diagnostic trouble shooting without disassembling of the harness.

6.0 Power Panel Design

6.1 The power panel shall consist of a separate, fully enclosed module, securely fastened to

the lower right side wall of the cabinet. The power panel shall be wired to provide the necessary power to the cabinet, controller, Malfunction Management Unit, cabinet power supply and auxiliary equipment. All components of the power panel shall be accessible for ease of replacement without removing any other components or equipment. Adequate space between components shall be provided for the tightening of all terminals.

6.2 The power panel shall be identical for all cabinets except for breaker sizing. The power panel shall house the following components:

The main circuit breaker shall be single pole Square-D or approved equivalent and be rated for a minimum of 30 amperes or more depending on load requirements of each intersection. This breaker shall supply power to the controller, MMU, signals, cabinet power supply, and separate breakers used to split the power feed and auxiliary panels. All breakers shall be installed in a vertical orientation.

One (1) single pole fifteen amp (15-amp) breaker labeled "Auxiliary" shall supply power to the fans, lights and GFCI outlet. The power feed for this breaker shall not be fed from the load side of the main breaker but will be fed from the main line feed side.

A 50 amp, 125 VAC line filter shall be supplied.

A normally closed, 60-amp, mercury contactor shall be supplied.

One (1) insulated AC neutral bus bar with a minimum of twelve (12) positions capable of accepting three #12 wires per position.

Two (2) earth ground bus bars (chassis ground) with a minimum of twenty one (21) positions available.

A lightning suppressor, EDCO ACP-340 or equivalent shall be provided.

6.3 Power panel shall be wired so that the signal mercury contactor and flash transfer relay shall be de-energized during normal operation.

7.0 Auxiliary Cabinet Equipment

7.1 The cabinet shall be provided with a thermostatically controlled ventilation fans (adjustable between 80-150 degrees Fahrenheit) in the top of the cabinet plenum.

7.2 A LED lighting fixture shall be mounted on the inside top of the cabinet near the front edge. The lamp shall be wired to a door-activated switch mounted near the top of the door. If the main door is closed the lamp will be off.

7.3 A rigid slide-out document tray shall be mounted below the bottom shelf. The tray shall be of sufficient size and strength to hold a complete set of cabinet wiring drawings, intersection diagrams, equipment and programming manuals for all equipment and modules applicable to each cabinet. The tray shall operate by sliding out, then opening a hinged cover to remove documents. After removing the documents and closing the cover, the tray shall serve as a suitable resting place for documents or a laptop computer

7.4 Three (3) sets of complete and accurate cabinet wiring drawings shall be supplied with each cabinet.

7.5 One (1) set of manuals for the Controller Unit, Malfunction Management Unit, Power Supply, Detector Rack, and Vehicle Detector Amplifier modules shall be supplied with each cabinet.

8.0 Vehicle Detection

8.1 A vehicle detector amplifier rack shall be provided in each cabinet. The detector rack shall support a minimum of ten (10) two (2)-channels loop detectors, and one (1) BIU where necessary, or additional rack positions to accommodate detection requirements as specified in the plans.

8.2 Each cabinet shall contain detector interface panels for the purpose of connecting field loops and vehicle detector amplifiers.

8.3 One (1) sixteen (16) position interface panel shall be provided for each twenty (20) channel detector rack supplied, or additional panels may be provided to connect all loop detectors required by the plans. The interface panel(s) shall be attached to the lower left side wall of the cabinet.

8.4 Each interface panel shall allow for the connection of a minimum of sixteen (16) independent field loops. A ground bus terminal shall be provided between each loop pair terminal to provide a termination for the loop lead-in ground wire. Detector terminals shall be screw type. Compression type termination shall not be acceptable.

8.5 All interface panels shall be provided with lightning protective devices for all channels. All interface panels shall be provided with EDCO SRA-6LC or approved equal lightning protective devices for all available inputs. Pedestrian inputs, if available on the loop detector panel, will be provided with PC642C-030 lightning suppression.

8.6 All termination points shall be identified by a unique number which is silk-screened on the panel.

8.7 Each detector rack shall be powered by the cabinet power supply.

9.0 Cabinet Auxiliary Switch Panel and Police Panel

9.1 An auxiliary switch panel shall be mounted on the inside of the main door. The auxiliary switch panel shall provide as a minimum the following:

AUTO/FLASH SWITCH. When in the FLASH position, power shall be maintained to the controller and the intersection shall be placed in flash. The controller shall not be stop timed when in flash. When the switch is moved from FLASH position to the AUTO position, an external start signal shall be applied to the controller. This external start signal will force the controller to initiate the start up sequence when exiting flash.

STOP TIME ON/OFF SWITCH. When switch is in STOP TIME ON position, when applied, the controller shall be stop timed in the current interval.

EQUIPMENT POWER ON/OFF SWITCH. This switch shall control the Controller Unit, Malfunction Management Unit and Power Supply AC power. When in the ON position the AC power shall be applied.

SIGNALS ON/OFF SWITCH. When in the SIGNALS OFF position, power shall be removed from all signal heads in the intersection. The MMU shall not conflict or require reset.

VEHICLE DETECTOR TEST 1-8. There shall be a three (3) position TEST-OFF-NORMAL toggle switch located in the auxiliary panel for vehicle phases one (1) through eight (8). In the TEST position, a call will be placed on the respective phase as long as the switch is held in the TEST position. The toggle switch will be constructed such that the TEST position is spring-loaded and must be manually held in this position. In the OFF position, the vehicle detector will not place a call on the respective vehicle phase. In the NORMAL position, the vehicle detector for that phase will be enabled to place calls on the respective vehicle phase when vehicles are detected.

PEDESTRIAN DETECTOR TEST. There shall be a push button type test switch located in the auxiliary panel for pedestrian phases 2, 4, 6 and 8, or as required on the plans. The push buttons shall be used to place calls on their respective pedestrian phases when active.

SWITCH PROTECTOR. The switches on the maintenance panel shall be protected from being accidentally activated by protection over or across the panel.

9.2 The police door switch panel shall contain the following:

AUTO/FLASH SWITCH. When in the FLASH position, power shall be maintained to the controller and stop time shall be applied. The intersection shall be placed in flash. When the switch is moved from FLASH position to the AUTO position, an external start signal shall be applied to the controller. This will force the controller to initiate the start

up sequence when exiting flash.

AUTO/MANUAL SWITCH. Cabinet wiring shall include provisions for an AUTO/MANUAL toggle switch, terminal and a six (6) foot hand cord.

9.3 All toggle type switches, except those used for detector test purposes, shall be heavy duty and rated for fifteen 15 amps, at a minimum. Single or double-pole switches may be provided, as required.

9.4 All switch functions shall be permanently and clearly labeled.

9.5 All wire routed to the police panel and auxiliary panel shall be adequately protected against damage from repetitive opening and closing of the main door.

10.0 Auxiliary Devices

10.1 Load Switches

10.1.1 Signal load switches shall have a minimum load current rating of 10 amperes at 120 VAC for incandescent or led lamp load.

10.1.2 The front of the load switch shall embody six (6) LED indicators.

10.1.3 The full supplement of load switches shall be supplied with each cabinet to allow for maximum phase utilization for which the cabinet is designed.

10.1.4 There shall be the ability to remove problem pedestrian load switches (that may be causing the intersection to go into flash mode) and work on it at the same time as the intersection has been reset and working properly.

10.2 Flashers

10.2.1 The flasher shall be rated at fifteen (15) amperes, double pole with a nominal flash rate of sixty (60) FPM.

10.3 Flash Transfer Relays

10.3.1 All flash transfer relay contacts shall be capable of making, breaking, with a contact current rating of twenty (20) amperes.

10.3.2 The coil of the flash transfer relay shall be energized for flash operation.

10.3.3 The full complement of flash transfer relays shall be supplied with each cabinet to allow for maximum phase utilization for which the cabinet is designed. A

minimum of six (6) flash transfer relays shall be provided with each controller assembly.

10.4 Bus Interface Units (Optional)

10.4.1 Bus Interface Units (BIU's) shall meet the requirements of the NEMA TS 2-1998 Standard

10.4.3 Each (BIU) shall include power on, transmit and valid data indicators. All indicators shall be LED's.

10.5 Vehicle Detection System

10.5.1 All detector racks shall contain the appropriate number of two (2) channel detector amplifiers to fulfill the detection requirements shown on the intersection plans.

10.6 24 Volt Power Supply

10.6.1 The TS 2 cabinet power supply shall provide regulated DC power, unregulated AC power and a line frequency reference for the TS 2-detector rack, (BIU's), load switches, and other auxiliary equipment. As a minimum, the power supply shall meet all applicable requirements of the NEMA TS2 Traffic Controller Assemblies with NTCIP Requirements, 1998.

10.7 Emergency Preemption Panel

10.7.1 A preemption panel (where applicable) shall be mounted on the left cabinet wall. The preemption panel shall include sufficient terminals for connecting a minimum of four (4) preemption inputs. The panel will include four (4) pushbutton type test switches connected to the controller preempt inputs.

ACORD

TRAFENG-01 DSMITH2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2019

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

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

PRODUCER Hub International Florida 1560 Orange Avenue, Suite 750 Winter Park, FL 32789	CONTACT NAME: PHONE (A/C, No, Ext): (407) 894-5431 FAX (A/C, No): (407) 629-6378 E-MAIL ADDRESS: Certificate.FLA@HubInternational.com
INSURED Traffic Engineering and Management, LLC dba Control Specialists 707 Nicolet Avenue, #100A Winter Park, FL 32789	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Transportation Insurance Company — 20494 INSURER B : American Casualty Co of Reading PA — 20427 INSURER C : Continental Casualty Company — 20443 INSURER D : National Fire Insurance of Hartford — 20478 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		5086443726	7/1/2019	7/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			C 5086443712	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6014082886	7/1/2019	7/1/2020	EACH OCCURRENCE AGGREGATE Over GL,AL,EL	$ 3,000,000 $ 3,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC586443743	7/1/2019	7/1/2020	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			5086443726	7/1/2019	7/1/2020	Leased/Rented	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Osceola County Board of County Commissioners is an additional insured on General Liability, including for completed operations, when required in a written contract or agreement with the Insured. Should one of these policies be cancelled before the expiration date, a 30 days' notice would be provided by the Insurer to the Certificate Holder.

CERTIFICATE HOLDER

Osceola County Board of County Commissioners c/o Director of Human Resources
1 Courthouse Square, #2300
Kissimmee, FL 34741

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Detail by Entity Name

Florida Limited Liability Company
TRAFFIC ENGINEERING AND MANAGEMENT, LLC

Filing Information

Document Number	L12000073345
FEI/EIN Number	45-5448578
Date Filed	06/01/2012
Effective Date	06/01/2012
State	FL
Status	ACTIVE

Principal Address

707 NICOLET AVENUE
WINTER PARK, FL 32789

Mailing Address

707 NICOLET AVENUE
WINTER PARK, FL 32789

Registered Agent Name & Address

O'DONOGHUE, WILLIAM B
707 Nicolet Avenue
WINTER PARK, FL 32789

Name Changed: 04/19/2017

Address Changed: 04/19/2017

Authorized Person(s) Detail

Name & Address

Title President, Member Manager, CEO

O'DONOGHUE, WILLIAM BRUCE
707 NICOLET AVENUE
WINTER PARK, FL 32789

Title Secretary

O'Donoghue, Leigh
707 NICOLET AVENUE
WINTER PARK, FL 32789

Title Asst. Secretary

Zirpoli, Tony
707 NICOLET AVENUE
WINTER PARK, FL 32789

Annual Reports

Report Year	Filed Date
2018	03/10/2018
2018	08/30/2018
2019	04/28/2019

Document Images

04/28/2019 -- ANNUAL REPORT	View image in PDF format
08/30/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
03/10/2018 -- ANNUAL REPORT	View image in PDF format
04/19/2017 -- ANNUAL REPORT	View image in PDF format
04/09/2016 -- ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
03/31/2014 -- ANNUAL REPORT	View image in PDF format
04/18/2013 -- ANNUAL REPORT	View image in PDF format
06/01/2012 -- Florida Limited Liability	View image in PDF format

ITEM 7.F

Memorandum of Understanding With Tohopekaliga Water Authority For Ree Lane Paving Within City Right-of-Way

Request

Request approval for a Memorandum of Understanding (MOU) with Tohopekaliga Water Authority (TWA), Contract #20260164, to repair and pave the existing gravel driveway within the City's Ree Lane right-of-way to support access to TWA's wastewater facility, with no fiscal impact to the City.

Explanation

The City owns the Ree Lane right-of-way, which includes an existing driveway used by TWA and the public to access TWA's nearby wastewater facility. The driveway needs repairs, and TWA plans to repair and pave it within the current traveled area, with all work confined to the existing footprint, as shown in Exhibit "A." Under the MOU, TWA will be responsible for maintaining the paved driveway during its use, and either party can terminate the agreement with written notice.

Recommendation

Approval of a Memorandum of Understanding (MOU) with Tohopekaliga Water Authority (TWA) to repair and pave the existing gravel driveway within the City's Ree Lane right-of-way to support access to TWA's wastewater facility, with no fiscal impact to the City.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. 1. (S) Ree Lane Paving MOU
2. 2. Ree Lane Paving MOU_Vicinity Map

LETTER OF TRANSMITTAL

TO: Todd Swingle, CEO/Executive Director

Todd Swingle (Oct 9, 2024 22:36 EDT)

THROUGH: Anthony Cotter, General Counsel
John Fogarty, VP of Assets and Infrastructure

Anthony Cotter (Oct 9, 2024 08:50 EDT)

John Fogarty (Oct 9, 2024 07:42 EDT)

FROM: Mary Hewitt, Senior Program Manager

DATE: September 18, 2024

Mary Hewitt (Oct 8, 2024 12:22 EDT)

SUBJECT: Approval for the paving the section of road located at Ree Ln owned by the City of Kissimmee in order to allow access to the S. Bermuda WRF. Project # Professional Services

SUMMARY:

At the request of the Assets and Infrastructure Department with the Real Estate Program, as part of the resolution for the land owner located on Ree Lane, the City of Kissimmee (COK) has agreed to allow Toho to pave the section of land that the COK owns located at Ree Ln in order to provide a private access road to the South Bermuda Water Reclamation Facility.

The area to be paved connects to the land owner portion which will result in an easement in exchange for the paved road which will be in a separate agreement. This was agreed upon due to Toho's frequent use of this path to access the plant resulting in pot holes and damage to the road. The area to be paved is the existing traveled path that is approximately 460 feet in length with a varying width from 20 – 25 feet.

The paving of the road will be at Toho's expense once a ROW permit is obtained. In addition, the road will have a sign stating that it is a private road.

General Counsel and the VP of Assets and Infrastructure approvals have been requested and attached prior to presenting this for signature.

Total Cost: Toho will cover the cost for the paving of the COK owned road.

Recommended Action:
Staff recommends approval for the paving of the section of road located at Ree Ln. owned by the City of Kissimmee in order to allow access to the S. Bermuda WRF which will connect to the land owner portion which will result in an easement exchange. Staff further recommends that Toho cover the cost associated with the paving of the COK owned road.

Real Estate Property/Easement Acquisition Checklist

Project Name	Project Number	Date Received	Amount
Ree Ln	Professional Services	09/17/24	$ -

	Date:	Signature:
Approval by Sr. Program Manager -Acquisition Docs Reviewed:	10/08/2024	Mary Hewitt (Oct 8, 2024 12:22 EDT)
Approved by VP of AI:	10/09/2024	John Fogarty (Oct 9, 2024 07:42 EDT)
Approval by Toho General Counsel:	10/09/2024	Anthony Cotter (Oct 9, 2024 08:50 EDT)

Documents for Approval:	Submittal Dates	Approved Date
Easement Document	N/A	N/A
MOU (if applicable)	09/17/24	09/17/24
W-9	N/A	N/A
Check Request	N/A	N/A
HOA Resolution (if applicable)	N/A	N/A
O&E	09/17/24	09/17/24
Survey Exhibit	09/17/24	09/17/24
Receipt for Easement Conveyance	N/A	N/A
Appraisal (if applicable)	N/A	N/A
New Vendor Form	N/A	N/A
Temp. Construction Easement (If applicable)	N/A	N/A
Temp. Survey Exhibit (if applicable)	N/A	N/A
FIRPTA (if applicable)	N/A	N/A

Executed Documents Received:	Electronic Received	Original Received
Easement Document		
MOU (if applicable)		
W-9		
Check Request		
HOA Resolution (if applicable)		
O&E		
Survey Exhibit		
Receipt for Easement Conveyance		
Appraisal (if applicable)		
New Vendor Form		
Temp. Construction Easement (If applicable)		
Temp. Survey Exhibit (if applicable)		
FIRPTA (if applicable)		

Date	Comments

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into by and between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature ("Toho"), whose mailing address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 and the City of Kissimmee, a Florida municipal corporation, (the "City"), whose mailing address is 101 Church Street, Kissimmee, Florida 34741. For purposes of this MOU, the City and Toho may be individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS:

Whereas, Section 163.01, Florida Statutes, as may be amended, authorizes public agencies to enter into agreements with other public agencies to serve a public purpose; and

Whereas, Toho provides water, wastewater, and reclaimed water services to those customers located within Toho's service area; and

Whereas, the City owns certain real property in Osceola County, Florida, namely a right-of-way over an area known generally as Ree Lane, which is shown on Exhibit "A" to this MOU; and

Whereas, Toho owns, operates and maintains an existing wastewater facility located nearby off Mohawk Drive ("Toho Facility"); and

Whereas, an existing improved gravel driveway within the right of way of Ree Lane is used for ingress to and egress from the Toho Facility by Toho and members of the public traveling to the Toho Facility (the "Driveway"), see, Exhibit "A"; and

Whereas, the Driveway is in need of repair and Toho desires to provide for the repair and paving of the Driveway ; and

Whereas, the Parties mutually agree to the terms and conditions set forth herein.

Now, therefore, in consideration of the premises hereof and the mutual covenants, terms and conditions contained in this MOU, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals Incorporated.** All of the recitals above are true and correct, and are incorporated in this MOU as if fully set forth below.

2. **Paving of the Driveway**.

a. During the term of this Agreement, Toho agrees to undertake the paving of the Driveway within the existing travel path which is approximately 460 feet in length and varying from approximately 20 to 25 feet in width as shown on Exhibit "A" to this MOU incorporated herein by reference. Toho agrees to maintain the Driveway consistent with Exhibit "A" during the period that the Driveway is used for ingress to and egress from the Toho Facility by Toho and members of the public that access the Toho Facility.

b. Toho will periodically inspect the condition of the pavement of the Driveway for signs of damage or wear and need for repaving.

c. Upon the City's request, Toho shall inspect the condition of the pavement of the Driveway for signs of damage or wear and need for repaving within 30 days.

d. Whenever Toho inspects the Driveway for signs of damage or wear and need for repaving, it will communicate its findings to the City.

e. Toho will repave the Driveway when it determines, in its sole and absolute discretion, that repaving of the Driveway is needed to repair wear or damage to the Driveway.

f. Upon termination of this Agreement, Toho is relieved of the responsibility for paving the Driveway, and the responsibility for paving the Driveway reverts back to the City.

3. **Indemnification.** To the fullest extent permitted by law, each Party is solely and fully liable for the acts and omissions of its elected officials, officers, employees, and agents. This provision is not to be construed as a waiver by any Party of its sovereign immunity under section 768.28, Florida Statutes. Nothing in this Agreement may be construed as consent to be sued by third parties in any matter arising out of this Agreement nor denying any Party any remedy or defense available under the laws of the State of Florida.

4. **Notices.**

a) For a notice or other communication under this MOU 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: (i) personal delivery; (ii) registered or certified mail, in each case return receipt requested and postage prepaid; or (iii) a nationally recognized overnight

courier, with all fees prepaid. Delivery via email is also permitted provided it is followed by delivery via one of the methods (i) – (iii) indicated above and such delivery via email is not deemed to have been received pursuant to subsection (c), until such delivery pursuant to methods (i) – (iii) above is deemed to have been received pursuant to subsection (c).

b) For a notice or other communication under this MOU to be valid, it must be addressed to the receiving Party at one, or more, address(es) listed below for the receiving Party or to any other address designated by the receiving Party in a notice, in accordance with this Section.

As for Toho:

Todd Swingle, CEO
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Copy to:

Office of General Counsel
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

As to City:

City of Kissimmee
Public Works & Engineering Dept.
101 Church Street
Kissimmee, FL 34741

c) Subject to subsection (d.) below, a valid notice or other communication under this MOU is effective when received by the receiving Party. A notice or other communication is deemed to have been received as follows:

(i) 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

(ii) If the receiving Party rejects or otherwise refused to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

d) 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.

e) Any notice requiring prompt action shall be contemporaneously sent by email.

5. **General Terms and Conditions.**

a) ***Applicable Law***. In all respects, this MOU shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

b) ***Venue; Jury Waiver; and Attorney's Fees and Costs.*** Venue for any legal proceeding arising out of or in connection with this MOU shall be the Ninth Judicial Circuit of Florida, in Osceola County, Florida. Should any federal claims 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. 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 MOU. The Parties shall each bear their own costs, experts' fees, consultants' fees, attorneys' fees, paralegals' fees and other fees at all administrative, pretrial, trial and appellate levels incurred in connection with this MOU and any litigation or appeals arising either directly or indirectly from this MOU.

c) ***Entire understanding; Amendments/Modifications***. This MOU and any documents incorporated herein sets forth and constitutes the understanding of the Parties and shall supersede all previous understandings or representations, either verbal or written, in effect between the City and Toho, with respect to the matters contained herein. This MOU may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by the Parties. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the Parties may agree therein.

d) ***Compliance with Laws.*** Toho's contractors and subcontractors shall comply with all federal, state, local laws, and Toho resolutions and regulations relevant to this MOU.

e) ***No Waiver of Sovereign Immunity.*** Nothing contained herein shall constitute, or in any way be construed to be, a waiver of the City or Toho's sovereign immunity or the provisions of section 768.28, Florida Statutes. The City and Toho expressly retain all rights, benefits, and immunities of sovereign immunity by section 768.28, Florida Statutes.

f) ***Force Majeure.*** Neither Party shall be held responsible for any delay or failure in the performance of any part of this MOU to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing Party. The effected Party will notify the other Party, in writing, within fourteen calendar days after the beginning of any such cause that would affect its performance. Notwithstanding the foregoing, if the Party's performance is delayed for a period exceeding 30 calendar days, from the date the other Party receives notice under this paragraph, the non-affected Party will have the right, without any liability to the other Party, to terminate this MOU.

g) ***Disclaimer of Third-Party Beneficiaries.*** This MOU is solely for the benefit of and shall be binding upon the Parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereto, to or for the benefit of any third-party not a Party to this MOU or an authorized successor or assignee thereof.

h) ***Survivorship.*** Those provisions that, by their nature, are intended to survive the expiration, cancellation, or termination of this MOU, including, by way of example only, the indemnification provision, shall survive the expiration, cancellation or termination of this MOU.

i) ***Signatory.*** Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective Party to enter into and perform this MOU. 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 set forth herein.

j) ***Construction of MOU.*** The Parties hereby agree that they have reviewed this MOU, have consulted with legal counsel of their choice, have participated in drafting of this MOU, and that this MOU is not to be construed against any Party as it if were the drafter of the MOU.

k) ***Headings.*** All headings of the sections, exhibits, and attachments contained in this MOU are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

l) ***Counterparts, Electronic Transactions, and Electronic Signatures.*** This MOU may be electronically executed by the Parties in counterparts up to, but not exceeding, the number of parties, each of which shall be deemed an original and all of which, taken together, shall constitute one MOU. Each Party may deliver its executed signature page by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this MOU in accordance with Part I and II, of Chapter 668, Florida Statutes.

m) ***Termination.*** Either Party may terminate this MOU with written notice to the other Party.

[Remainder of Page Intentionally Left Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the dates set forth below.

TOHOPEKALIGA WATER AUTHORITY

By: Todd Swingle (Oct 9, 2024 22:36 EDT)
Todd P. Swingle, CEO / Executive Director

Date: 10/09/2024

Attest: Alison Smith (Oct 11, 2024 15:54 EDT)
Alison T. Smith
Executive Assistant

[REMAINING SIGNATURES ON PAGE FOLLOWING]

CITY OF KISSIMMEE

Ashley L. Willis

By: Ashley E.Willis, P.E Public Works Director/City Engineer

Date: 9/4/24

Nyteea Roman

Attest: _____

By: Nyteea Roman Engineering Coordinator

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

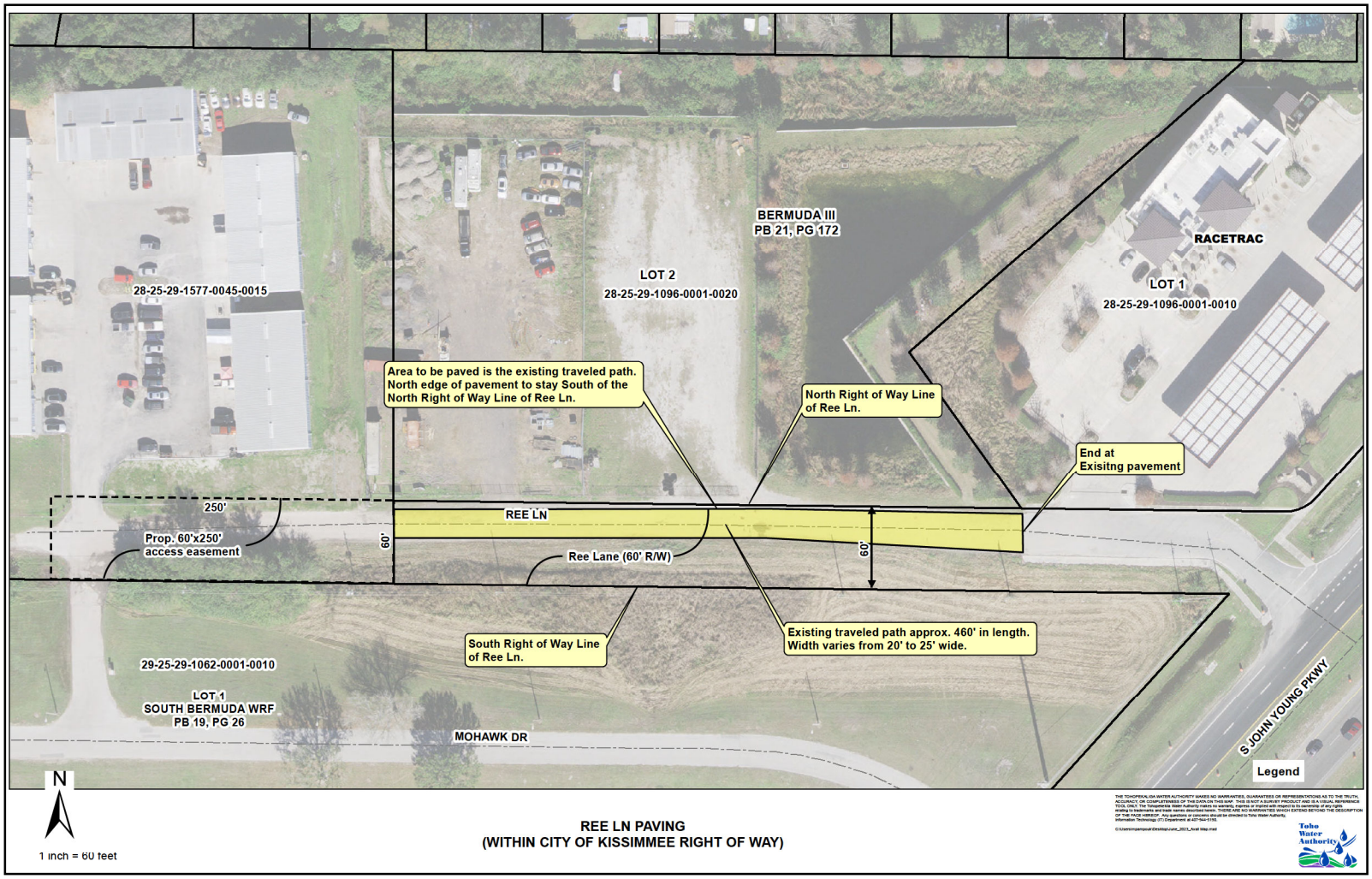
ATTEST:

_____
Tameara Crespo, City Clerk

_____
Kalanit Oded, Deputy City Attorney

EXHIBIT "A"

BERMUDA III
PB 21, PG 172
RACETRAC
LOT 2
28-25-29-1096-0001-0020
LOT 1
28-25-29-1096-0001-0010
28-25-29-1577-0045-0015
Area to be paved is the existing traveled path. North edge of pavement to stay South of the North Right of Way Line of Ree Ln.
North Right of Way Line of Ree Ln.
End at Exisitng pavement
250'
Prop. 60'x250' access easement
60'
REE LN
Ree Lane (60' R/W)
60'
South Right of Way Line of Ree Ln.
Existing traveled path approx. 460' in length. Width varies from 20' to 25' wide.
29-25-29-1062-0001-0010
LOT 1
SOUTH BERMUDA WRF
PB 19, PG 26
MOHAWK DR
S JOHN YOUNG PKWY
Legend
N
1 inch = 60 feet
REE LN PAVING
(WITHIN CITY OF KISSIMMEE RIGHT OF WAY)



REE LN PAVING
(WITHIN CITY OF KISSIMMEE RIGHT OF WAY)

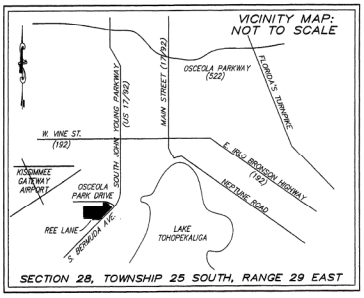
PLAT BOOK: 21 PAGE: 171

BERMUDA III

A REPLAT OF LOT 1, OSCEOLA PARK ESTATES – UNIT ONE
PLAT BOOK 2, PAGE 123 AND A PORTION OF LOT 45,
A RESURVEY OF LAKESHORE ADDITION
PLAT BOOK 1, PAGE 98
SECTION 28, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

PREPARED BY:

BLOOMSTER PROFESSIONAL LAND SURVEYORS, INC.
641 NORTHEAST SPENCER STREET, JENSEN BEACH, FLORIDA 34957
OFFICE PHONE NO. (772) 334-0868 – FAX NO. (772) 334-5283



LEGAL DESCRIPTION:

LOT 1, OSCEOLA PARK ESTATES – UNIT ONE, AS RECORDED IN PLAT BOOK 2, PAGE 123 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF BLOCK 45 LYING WEST OF U.S. HIGHWAY 19/92, OF A RESURVEY OF LAKESHORE ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 98, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

THAT PORTION OF BLOCK 45 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 25 SOUTH, RANGE 29 EAST; THENCE N.00°19'54"W. A DISTANCE OF 910.75 FEET ALONG THE WEST LINE OF SAID SECTION 28; THENCE S.89°35'34"E., 1072.92 FEET ALONG THE NORTH LINE OF SAID BLOCK 45 AND THE SOUTH LINE OF SAID OSCEOLA PARK ESTATES UNIT ONE, AS RECORDED IN PLAT BOOK 2, PAGE 123, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, TO THE POINT OF BEGINNING; THENCE CONTINUE S89°35'34"E., 835.46 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 17–92, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE NORTHWEST TO WHICH A RADIAL LINE BEARS NORTH 54°50'30" WEST, HAVING A RADIUS OF 2764.79 FEET, A CENTRAL ANGLE OF 06°50'41", CHORD BEARING OF SOUTH 38°34'51" WEST AND A CHORD DISTANCE OF 330.09 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 330.29 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.41°57'42"W., 174.02 FEET TO A FOUND 4"x4" CONCRETE MONUMENT AND DISC (LB 6358), SAID POINT BEING THE MOST EASTERLY NORTHEAST CORNER OF LOT 1, SOUTH BERMUDA WATER RECLAMATION FACILITY, AS RECORDED IN PLAT BOOK 19, PAGE 26 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE N.89°33'37"W. 610.07 FEET ALONG SAID NORTH LINE; THENCE NORTH 00°28'05" WEST, 389.42 FEET TO THE POINT OF BEGINNING.

CONTAINING: 320786.84 SQUARE FEET OR 7.364 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHICAL OR DIGITAL FORM OF PLAT. THERE MAY BY ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

2. BEARINGS SHOWN HEREON REFER TO AN ASSUMED MERIDIAN OF N.89°33'37"W. ALONG THE NORTH LINE OF LOT 1, SOUTH BERMUDA WATER RECLAMATION FACILITY, PLAT BOOK 19, PAGE 26.

3. ALL PLATTED UTILITIES EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. PER F.S. 177.091(28)

~~4. NO STRUCTURES SHALL BE LOCATED ON LOTS OR TRACTS WHICH ARE SUBJECT TO DRAINAGE EASEMENTS, EITHER PLATTED OR REQUIRED, UNLESS APPROVED IN WRITING BY THE DRAINAGE DISTRICT OR DRAINAGE DISTRICTS WHICH HAVE JURISDICTION OVER SAID EASEMENTS OR DRAINAGE FACILITIES.~~

5. THE DRAINAGE EASEMENTS SHOWN HEREON ARE TO BE DEDICATED TO THE CITY OF KISSIMMEE. THE CITY OF KISSIMMEE HAS THE RIGHT BUT NOT RESPONSIBILITY TO MAINTAIN THE FACILITIES WITHIN SAID DRAINAGE EASEMENTS.

DEDICATION & ACKNOWLEDGMENT
LOT 1, LOT 2 & R/W DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT FRED O. BRUNSON AND KYMBERLY A. BRUNSON, HUSBAND AND WIFE; AND WILLIAM R. LUNDQUIST AND DEBRA L. LUNQUIST, DOES HEREBY DEDICATE SAID PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED AND DEDICATES THAT PORTION OF REE LANE (A 60 FOOT RIGHT OF WAY) TO BE DEDICATED TO AND MAINTAINED BY THE CITY OF KISSIMMEE. OWNERS HEREBY GRANT A PERPETUAL, NON-EXCLUSIVE DRAINAGE EASEMENT OVER, ACROSS AND THROUGH THOSE PORTIONS OF LOTS 1 AND 2, LABELED AS DRAINAGE EASEMENTS TO THE CITY OF KISSIMMEE. THE CITY OF KISSIMMEE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO REPAIR AND MAINAIN ANY DRAINAGE LINES AND FACILITIES WHICH MAY BE NOW OR IN THE FUTURE LOCATED THEREIN. LANDSCAPE EASEMENT AS SHOWN HEREON WILL BE MAINTAINED BY THE OWNERS OF LOT 1.

IN WITNESS THEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE INDIVIDUALS NAMED BELOW THERETO ON 2nd, DAY OF December, 2010.

ON: 2-10-11
FRED O. BRUNSON — WITNESS: Sherry Middleton — WITNESS: Robert T. Lundquist
BY: Kymberly A. Brunson
KYMBERLY A. BRUNSON — WITNESS: Sherry Middleton — WITNESS: Robert T. Lundquist
BY:
WILLIAM R. LUNDQUIST — WITNESS: Sherry Middleton — WITNESS: Robert T. Lundquist
BY: Debra L. Lundquist
DEBRA L. LUNDQUIST — WITNESS: Sherry Middleton — WITNESS: Robert T. Lundquist

SIGNED AND SEALED IN PRESENCE OF:

THIS IS TO CERTIFY, THAT ON 2nd DAY OF December, 2010, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED FRED O. BRUNSON AND KYMBERLY A. BRUNSON, HUSBAND AND WIFE; AND WILLIAM R. LUNDQUIST AND DEBRA L. LUNDQUIST, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED AS SUCH INDIVIDUAL THEREUNTO DULY AUTHORIZED; AND THAT THE SAID DEDICATION FOR THE USES AND PURPOSES THEREIN EXPRESSED IS THE ACT AND DEED OF SAID INDIVIDUALS.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE ABOVE DATE.

NOTARY PUBLIC: Sherry L. Middleton
MY COMMISSION EXPIRES: 11/29/13

MORTGAGEES CONSENT & ACKNOWLEDGMENT TO DEDICATION

STATE OF Florida
COUNTY OF Osceola

THE UNDERSIGNED HEREBY CERTIFIES THAT THEY ARE THE HOLDERS OF MORTGAGES ENCUMBERING THE LAND PLATTED THEREIN, AND THEY HEREBY JOIN IN AND CONSENT TO THIS PLAT AND THE DEDICATION OF THE LAND DESCRIBED IN THE DEDICATION HEREOF, AND AGREE THAT THE MORTGAGES HELD BY THEM SHALL BE SUBJECT AND SUBORDINATE TO THIS PLAT AND THE DEDICATION.

WITNESS: Robert T. Lundquist — CENTERSTATE BANK CENTRAL FLORIDA, N.A.
WITNESS: Noonan R. Bigelow

STATE OF Florida
COUNTY OF Osceola

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 2nd DAY OF December 2010, BY Dean Perry, (TITLE) V.P. THE DULY AUTHORIZED OFFICER OF THE CENTERSTATE BANK CENTRAL FLORIDA, N.A.

CENTERSTATE BANK CENTRAL FLORIDA, N.A.
Sherry L. Middleton

DEDICATION & ACKNOWLEDGMENT
LOT 1

KNOW ALL MEN BY THESE PRESENTS, THAT J&J PROPERTIES, LLC, DOES HEREBY DEDICATE SAID PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED.

IN WITNESS THEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE INDIVIDUAL NAMED BELOW THERETO ON 1, DAY OF December, 2010.

BY: Jerry Godwin
GOVERNING MEMBER, J&J PROPERTIES, LLC — WITNESS: Robert Godwin — WITNESS: Paul Savage

SIGNED AND SEALED IN PRESENCE OF:

THIS IS TO CERTIFY, THAT ON DAY OF December, 2010, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED J&J PROPERTIES, LLC TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED AS SUCH INDIVIDUAL THEREUNTO DULY AUTHORIZED; AND THAT THE SAID DEDICATION FOR THE USES AND PURPOSES THEREIN EXPRESSED IS THE ACT AND DEED OF SAID INDIVIDUALS.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE ABOVE DATE.

NOTARY PUBLIC: Amanda Tempe
MY COMMISSION EXPIRES: 11/30/11
Commission No. DD 893981

MORTGAGEE'S CONSENT & ACKNOWLEDGMENT TO DEDICATION

STATE OF _____
COUNTY OF _____

THE UNDERSIGNED HEREBY CERTIFIES THAT THEY ARE THE HOLDERS OF MORTGAGE'S ENCUMBERING THE LAND PLATTED THEREIN, AND THEY HEREBY JOIN IN AND CONSENT TO THIS PLAT AND THE DEDICATION OF THE LAND DESCRIBED IN THE DEDICATION HEREOF, AND AGREE THAT THE MORTGAGES HELD BY THEM SHALL BE SUBJECT AND SUBORDINATE TO THIS PLAT AND THE DEDICATION.

WITNESS: _____
WITNESS: _____ — BANKING OFFICER SIGNATURE

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2010, BY _____, (TITLE) _____ THE DULY AUTHORIZED OFFICER OF THE _____

_____ NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

KNOW ALL BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED SURVEYOR REGISTERED IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT ON MAY 12, 2010 HE COMPLETED THE SURVEY OF THE LANDS SHOWN IN THE FOREGOING PLAT; THAT SAID PLAT OR SUBDIVIDED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY ALL OSCEOLA COUNTY REQUIREMENTS AND REGULATIONS. THE SURVEY WAS PREPARED UNDER THE RESPONSIBLE DIRECTION AND SUPERVISION OF THE UNDERSIGNED PROFESSIONAL SURVEYOR AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, F.S.; THAT PERMANENT CONTROL POINT WILL BE PLACE (IF NEEDED) AS REQUIRED BY CHAPTER 177, F.S.; AND THAT SAID LAND IS LOCATED IN SECTION 28, TOWNSHIP 25 SOUTH, RANGE 29 EAST, CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA.

11-23-10

ROBERT BLOOMSTER JR., P.L.S.:
REGISTRATION NO. 4134
STATE OF FLORIDA

BLOOMSTER PROFESSIONAL LAND SURVEYORS, INC.
641 NE SPENCER STREET, JENSEN BEACH, FLORIDA 34957
LICENSED BUSINESS NO. 6018
OUR FILE NO. 11079

CERTIFICATE OF APPROVAL BY CITY SURVEYOR

UPON A REVIEW: THIS PLAT WAS FOUND TO BE IN COMPLIANCE WITH THE CHAPTER 177, FLORIDA STATUTES.

SURVEYOR'S NAME: Robert Bertrand
SIGNATURE: Robert Bertrand
REGISTRATION NUMBER: 4087 DATE: 12-9-2010
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER REPRESENTING THE CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA.

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IT TO CERTIFY, THAT ON THIS DAY 21ST OF DECEMBER, 2010, THE CITY COMMISSION OF THE CITY OF KISSIMMEE, APPROVED THE ABOVE PLAT.

MAYOR: Jim Swan ATTEST: CITY CLERK Mary Valle

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE OSCEOLA COUNTY LAND DEVELOPMENT CODE, AND WAS FILED FOR RECORD ON THIS 29 DAY OF DECEMBER, 2010, AT 11:11 AM.
FILE NUMBER 2010-411125 By: Dickerson, Michelle D.C.
MARCIA THOMPSON
CLERK OF CIRCUIT COURT IN AND TO OSCEOLA COUNTY, FLORIDA

SHEET 1 of 2 DRC#10-00063

PLAT BOOK: 21 PAGE: 172

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHICAL OR DIGITAL FORM OF PLAT. THERE MAY BY ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

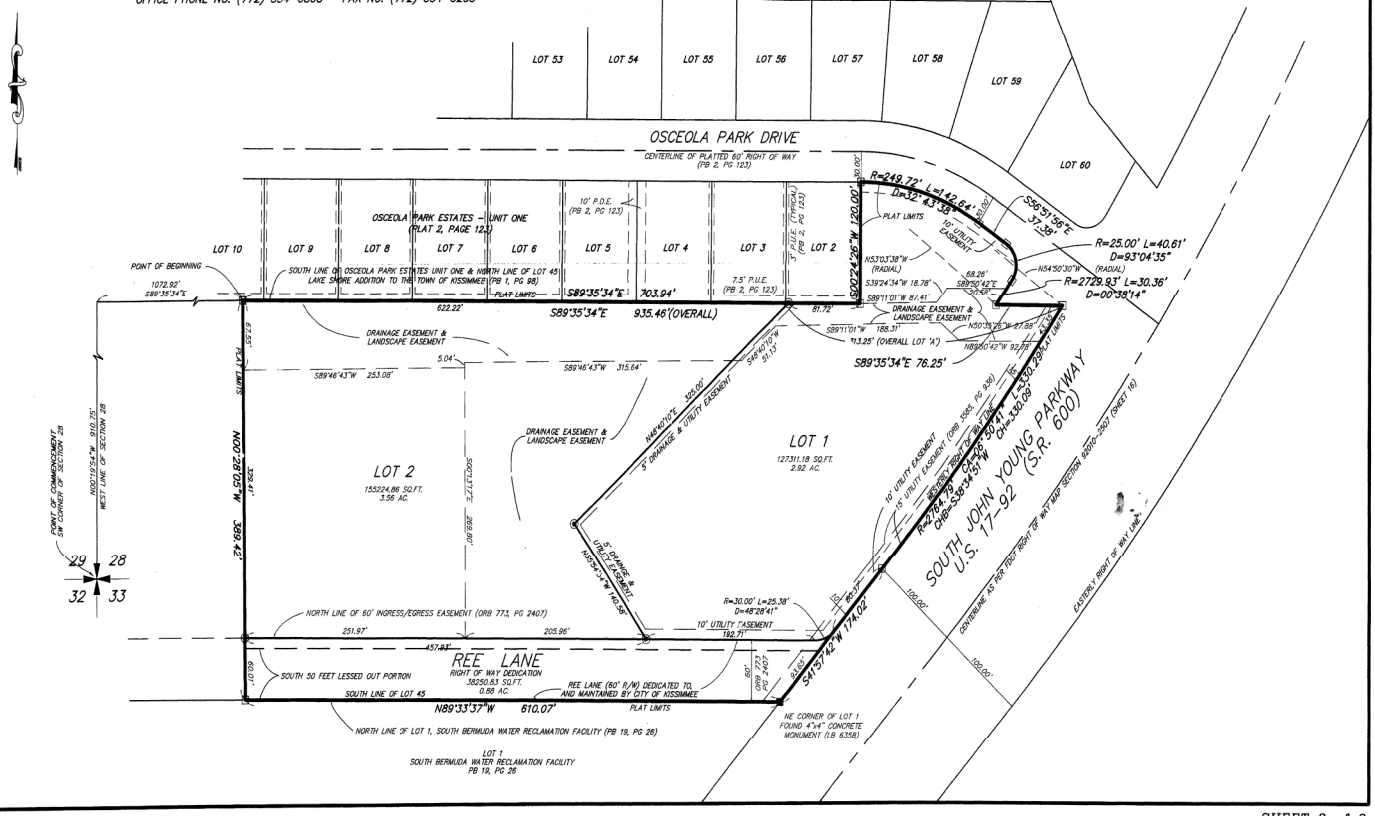
BERMUDA III

A REPLAT OF LOT 1, OSCEOLA PARK ESTATES – UNIT ONE
PLAT BOOK 2, PAGE 123 AND A PORTION OF LOT 45, A RESURVEY OF LAKESHORE ADDITION
PLAT BOOK 1, PAGE 98
SECTION 28, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

PREPARED BY:

BLOOMSTER PROFESSIONAL LAND SURVEYORS, INC.
641 NORTHEAST SPENCER STREET, JENSEN BEACH, FLORIDA 34957
OFFICE PHONE NO. (772) 334-0868 – FAX NO. (772) 334-5283

□ SET 4"x4" CONCRETE MONUMENT & DISC (PRM PLS 4134)
◉ SET 5/8" IRON ROD & CAP (LB 6018)
P.R.M. DENOTES PERMANENT REFERENCE MONUMENT
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
ORB = OFFICIAL RECORDS BOOK
S.R. = STATE ROAD
PB = PLAT BOOK
PG = PAGE
PGS = PAGES
F.S. = FLORIDA STATUTES
PLS = PROFESSIONAL LAND SURVEYOR
R = RADIUS
L = LENGTH
CA = CENTRAL ANGLE
CHB = CHORD BEARING
CH = CHORD
SQ.FT. = SQUARE FEET
P.U.E. = PLATTED UTILITY EASEMENT
P.D.E. = PLATTED DRAINAGE EASEMENT



SHEET 2 of 2

Signature: Mary Hewitt
Mary Hewitt (Oct 8, 2024 12:22 EDT)

Email: mhewitt@tohowater.com

Company: TOHOPEKALIGA WATER AUTHORITY-LGA

Signature:
John Fogarty (Oct 9, 2024 07:42 EDT)

Email: jfogarty@tohowater.com

Company: TOHOPEKALIGA WATER AUTHORITY-LGA

Signature:
Anthony Cotter (Oct 9, 2024 08:50 EDT)

Email: acotter@tohowater.com

Company: TOHOPEKALIGA WATER AUTHORITY-LGA

Signature:
Todd Swingle (Oct 9, 2024 22:36 EDT)

Email: tswingle@tohowater.com

Company: TOHOPEKALIGA WATER AUTHORITY

Signature:
Alison Smith (Oct 11, 2024 15:54 EDT)

Email: alsmith@tohowater.com

Company: TOHOPEKALIGA WATER AUTHORITY-LGA

N
W E
S

Ree Lane Paving MOU

Date Generated: 2/16/2026

0 80 160 320 Feet

This map was prepared for the Osceola CountyProperty Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.

Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

ITEM 7.G
Award Construction Manager at Risk to Core Construction for Lakeside Fire Station and Durbin Park Community Center

Request

Request approval to award the Construction Manager at Risk (CMAR) Contract #20260163 to CORE Construction, pursuant to RFP 2025-009, and approval of the first addendum for preconstruction services for the Lakeside Fire Station and Durbin Park Community Center Project, for $72,011.00, with approximately 10% contingency, totaling $80,000. Additionally, authorize the City Manager or their designee to sign any additional documents or change orders necessary to execute the terms of this contract.

Explanation

The City Commission authorized staff to negotiate a CMAR contract with CORE Construction on December 16, 2025, for the new Lakeside Fire Station and Durbin Park Community Center Project following the competitive selection process established under RFP 2025-009.

Staff requests approval of the negotiated agreement and the preconstruction services addendum as outlined in Exhibit B of the CMAR contract. Preconstruction services allow CORE to coordinate with the design team and prepare the project for final construction costs.

Authorization to proceed with construction, including approval of the Guaranteed Maximum Price (GMP), will be presented to the City Commission for separate approval at a later date.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
36035106-506292 36050406-506292	FD2527 PR2522	Decrease Decrease	$12,913,053.40 $9,115,482.31	$37,587 $42,413

Financial Summary:

Adequate funding for the Lakeside Fire Station and Durbin Park Community Center Project is readily available in the accounts as listed above.

Recommendation

Approval to award the CMAR contract and preconstruction services addendum to CORE Construction, in the amount of $72,011, with contingency of approximately 10%, totaling $80,000 for Lakeside Fire Station and Durbin Park Community Center Project, and authorize the City Manager or their designee to execute any document or change order related to this project.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. RFP2025-009 CMAR - Kissimmee Lakeside Fire Station Community Center
2. (S) CMAR Agreement_BE Signed_OCR

* REQUEST FOR PROPOSAL *

I. The CITY OF KISSIMMEE is seeking SEALED PROPOSALS on the following:
Request for Proposal Number **RFP2025-009 Construction Manager at Risk – Kissimmee Lakeside Fire Station & Durbin Park Community Center**

II. All proposals must be submitted in a SEALED envelope and plainly marked with the proposal number on the exterior of the proposal envelope, one (1) original, five (5) copy and (1) electronic copy on CD or Flash Drive.

III. To be considered proposals MUST be delivered OR mailed to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

And time stamped on or before 2:00 p.m., September 25, 2025.

IV. All proposals shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30 p.m., September 25, 2025.

V. All proposals must be according to specifications and conditions, and on the forms provided herein.

VI. The Proposal's name and address shall be clearly shown on the exterior of the Sealed Envelope.

VII. The City of Kissimmee reserves the right to accept and/or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this proposal, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Proposals desiring a copy of the Abstract of Offers should include such request with a self addressed stamped envelope in their proposal.

Brandon Durango
Procurement Manager

General Requirements:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the proposer's acknowledgement that he is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the proposer's schedule. Each proposer is responsible for the completeness and accuracy of their proposal. Proposals must show manual signatures by an individual authorized to offer such obligations, and shall contain evidence of that person's authority to make such offers. Unsigned proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Proposers should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

All bids shall be submitted in a sealed envelope on the forms included with this solicitation with the bidder's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being proposed will be shown on the Proposal Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Proposal Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the proposal, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the successful proposer for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The proposer in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE PROPOSALS AND WITHDRAWL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn either by written notice to the Purchasing Coordinator or in person at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.7 DISCOUNTS

Proposers may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest proposals offered. Any other

discounts should be reflected in the unit price proposal.

1.8 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factors: price; quality of product offered; compliance with specifications; delivery; reputation of the proposal; previous contract' proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible proposer complying with the provisions of the invitation to Proposal, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the proposal which in its judgment, best services the interest of the City of Kissimmee. Proposers are cautioned that no communication with any City of Kissimmee employee involved in the evaluation process is authorized during the proposal evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Agent. Proposal awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any proposal. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting Department, 101 Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by The City of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the proposer. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the proposer's request and at the proposers' expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the proposal. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve-month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished proposal packages. However, it shall be the proposer's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.15 PROPOSERS CERTIFICATION

By signature on this proposal, proposer certifies or in the case of a joint proposal each party certifies that:

A. He has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City of Kissimmee in connection with this proposal.
B. That the proposer has not divulged or discussed his offer with other proposers.
C. Prices offered have been determined independently without collusion with other proposers for the purpose of restricting competition.
D. No attempt has been made to induce any potential proposer to submit or decline to submit an offer in response to this solicitation.

1.16 "NO PROPOSAL" RESPONSE

Vendors electing to not submit proposals in response to this solicitation should complete the attached "Notice to Proposers" form. Failure to return the form may result in your omission from future proposal lists.

1.17 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.18 CONE OF SILENCE – The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Officer;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and

- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

1.19 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City of Kissimmee Finance Department 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

1.21 AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the City.

2.0 SPECIAL PROVISIONS:

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133,F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 INDEMNITY: The Contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.
The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.
The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

2.2 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Purchasing Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to **procurement@kissimmee.gov** not less than seven (7) days prior to the RFP opening date.

The City is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the City and the Proposer should not rely on such sources for information regarding the RFP solicitation.

However, unless modified by a written addendum issued by the Purchasing Coordinator, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Coordinator for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors who have received proposal packages.

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the City of Kissimmee Commission or any employee of the City of Kissimmee other than the Purchasing Coordinator or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the City may issue in the future.

2.3 No minor children are permitted to accompany proposers during pre-proposal conferences, proposal opening or site tour.

2.4 A link to this website is available through the City's Web Page http://www.kissimmee.gov, under the Finance Department, Purchasing. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.

2.5 The City of Kissimmee has a Local Vendor Preference Policy: When written bids, responses to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price. In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment F.

2.6 NON-MANDATORY PRE-BID: A **NON-MANDATORY** pre-bid meeting will be held September 04, 2025, 1:00 p.m. Development Services Conference Room, located at City of Kissimmee City Hall, 101 Church St, Kissimmee, FL 34741. A **Non-Mandatory** site visit will immediately follow. An authorized representative or agent of the Proposer must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Proposer's Submittal will be considered non-responsive.

Questions regarding this RFP must be in writing and must be sent to Purchasing Coordinator, via email at procurement@kissimmee.gov. All questions must be received by, September 11, 2025, 5:00 p.m.

2.7 FEES AND LICENSURE COST: This bid requires the following fees/licensure; proof of a valid Business Tax Receipt from the jurisdiction of the bidder's place of business.

2.8 CONTRACT:
All contracts are subject to final approval of the City of Kissimmee Commission or City Manager, as applicable. Persons or firms which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

2.9 This RFP contains pages 1 – 117. Please contact the Purchasing Office at 407-518-2214 if you are missing any pages.

2.10 ADDITION/DELETION
The City reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the City.

2.16 Compliance with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
For products or services obtained through any agreement resulting from this solicitation that are to be paid in whole, or in part, or are intended to be paid in whole, or in part, using funds provided by any federal government agency or funding source, the awarded contractor(s) agrees to comply with the specific terms, regulations and requirements governing disbursement of federal funds, and as identified in 2 Code of Federal Regulations (CFR) Part 200, as amended, and with required Federal clauses as identified in Attachment G , for any product purchased or work performed, where applicable.

3.0 DESCRIPTION: Select a qualified firm to provide Construction Management at Risk (CMAR) services for the pre-construction and construction phases of the Lakeside Fire Station and Durbin Park Community Center, which is located at 2253 Lakeside Drive, Kissimmee, FL 34743. This fire station will border Durbin Park Community Center, and services provided by this fire station will include structural firefighting and emergency medical.

3.1 INTRODUCTION:

1. The City of Kissimmee (hereafter CITY) is constructing one new fire station and one community center located within City limits on CITY owned land.

    a. The Proposed Lakeside Fire Station Fire

        1) To be situated on CITY owned land south of Lakeside Drive at the intersection of Lakeside Drive and Remington Pointe Boulevard at Mark Durbin Park in Kissimmee, Florida.

2) The parcel IDs for the CITY owned land is 18-25-30-1899-0001-0152.

b. The Proposed Durbin Park Community Center and gymnasium, demonstrating the city's commitment to enhancing community vitality and well-being. These facilities are envisioned as pivotal hubs promoting physical health, social engagement, and educational enrichment for residents of all ages. The gymnasium will provide a dedicated space for sports and recreational activities, encouraging active lifestyles and supporting youth development through structured programs. Simultaneously, the community center will serve as a venue for social gatherings, educational workshops, and cultural events, fostering unity and belonging within our diverse community.

c. The community center is proposed to be located at Mark Durbin Park in Lakeside Community, strategically located near the new Mark Durbin Fire Station currently under design development. The city plans to utilize the continuing service agreement for design, collaborating closely with the Parks & Recreation Department.

2. The CITY seeks one Construction Manager at Risk (hereafter CMAR) to provide Construction Management services to perform turnkey construction of the new fire Station and community center.

3.2 BACKGROUND, PURPOSE AND SCOPE

The construction project for the fire station and the community center described herein will require all pre-construction, construction, and construction management services necessary to construct the project as designed and permitted. The fire station as described herein shall be constructed to a prototype building design coupled with a site-specific civil design package. All site work, utilities, and construction of buildings, areas, and venues, required to provide fully functional facilities shall be the responsibility of the CMAR selected for the project. The selected CMAR shall be responsible for performing in accordance with the Detailed Scopes of Work described herein.

3.3 PROPOSED NEW FIRE STATION LAKESIDE AND DURBIN PARK COMMUNITY CENTER DETAILED SCOPE OF WORK

The scope of services for the Proposed New Lakeside Fire Station and Durbin Park Community Center Project will consist of two (2) Phases.

1. Phase I – Pre-Construction

Negotiate fixed fee shall consist of the CMAR performing the following services:

a. Review the design with a focus on constructability and coordination issues; long lead items that may impact schedule; site logistics; and budget.
b. Working side by side with City's Architect/Engineer Consultant (Consultant), prepare vertical construction scope narrative and cost estimate.
c. Provide detailed estimates in 16 Division CSI format, including Clarifications and Assumptions, and Variance Reports that identify critical scope and budget issues.
d. Construction Market Analysis.
e. Value Engineering through propositions based on review of the design package.
f. Development of a Master Project Schedule, identifying any opportunities for early bid packages and an overall plan for bidding and award.
g. As required, the CMAR(s) will request design review meetings, develop the agendas for the meetings, and facilitate all design review meetings.

h. Attend project meetings, workshops, and council meetings as needed.
i. Establish bid procedures for the guaranteed maximum price (GMP) Phase of the project, including, but not limited to:
    1. Develop Scopes of Work for bidding.
    2. Control the distribution of plans and specifications to subcontractors and vendors for bidding.
    3. Solicit, advertise, receive, review and award bid packages to qualified subcontractors.
    4. Manage and coordinate the bidding process.
    5. Provide to the CITY the final GMP Report, which shall include the Estimate Summary, Bid Tabulation Sheets for all bid packages highlighting the apparent low bidder. Where the apparent low bidder is not included in the GMP, the CMAR will provide a clear explanation as to why the low bidder was not used. The cost of the work will include all costs related to completion of the work inclusive of the percentage fee for overhead and profit. This fee shall be for the life of the contract.
    6. The CITY reserves the right to require the GMP to be prepared at either an earlier or later design phase as schedule and market conditions dictate.
    7. GMP to include a contractual completion date, or constructability calendar days to match Master Schedule.

2. Phase II - Construction

The Construction Phase will commence upon the CITY'S acceptance of the GMP and subsequent notice to proceed. The CMAR(s) will become the single point of responsibility for the performance of the construction phase of the project and may be required to publicly bid trade contracts. The selected firm(s) shall be required to provide Payment and Performance Bonds, each in a value equal to 100% of the GMP. The services required for the Construction Program will include, but not be limited to the following:

a. The CMAR shall be fully responsible for maintaining a safe and secure construction site at all times. This includes developing, implementing, and enforcing a comprehensive project-specific Safety Plan that complies with all applicable federal, state, and local regulations, including OSHA standards. The CMAR shall ensure that all personnel, subcontractors, and visitors adhere to established safety protocols. In addition, the CMAR shall coordinate site access, maintain controlled entry points, protect adjacent public areas and property, and implement necessary measures to prevent unauthorized access, theft, or vandalism during construction activities.
b. Contract with all sub-contractors, material suppliers, and equipment suppliers necessary for the construction of the described facility and, assist the Owner Direct Purchase (ODP) program.
c. Schedule and conduct Construction Progress Owner Architect Contractor (OAC) Meetings at a location, and frequency, agreed to by the CITY.
d. Provide continuous on-site Construction Management Services throughout the construction phase. This management shall include, but not be limited to, regular job-site meetings; overseeing quality assurance, testing and inspection programs; monitoring construction management staff and subcontractor work performance; maintaining record copy of all contract documents, change orders and other documentation on site.
e. Perform ongoing Quality Control (QC) inspections throughout the construction phase to verify that all work complies with contract documents, specifications, and approved submittals. Document findings and corrective actions, and coordinate with subcontractors to resolve any non-conforming work promptly.

f. Develop, update, and maintain master project schedules, detailed construction schedules, submittal schedules, inspection schedules and occupancy schedules. Also, incorporate the design schedule into the master schedule.
g. Prepare and submit product submittals and shop drawings for architect/engineer, and city approval. All product submittals and shop drawings shall be complete, match the requirements of the design and submitted for review in a timely manner such that submissions and approvals support the overall schedule.
h. Prepare and submit Requests for Information (RFI) as required to clarify any ambiguity or omission that impacts the CMAR's ability to assure the correct product or course of action is taken. RFI's shall be submitted in a timely manner, to include during the bidding process, such that the CMAR has the appropriate level of clarity and understanding to price and execute the work. The CITY will not be responsible for pricing errors resulting from the CMAR(s) or their subcontractors failing to properly clarify missing or unclear information within the design and specifications for the project.
i. Report potential budget and schedule variances and prepare recovery plans.
j. Coordinate surveyors, special consultants and testing lab services contracted by the CITY as required and/or directed by the CITY.
k. Maintain accurate and up-to-date daily construction reports, including workforce on-site, work completed, weather conditions, safety observations, and any notable events.
l. Ensure that all project documentation—including correspondence, meeting minutes, RFIs, submittals, change orders, and inspection reports—is properly organized, recorded in individual logs, and made available to the City upon request.
m. Provide post construction closeout documents, warranty books, start-up and transition to operation.
n. Coordinate and oversee the testing, adjusting, and balancing (TAB) of all mechanical, electrical, and plumbing systems. Ensure that all systems are fully commissioned in accordance with project specifications. Submit complete commissioning reports, including TAB reports and system certifications, as part of the project closeout documentation.
o. Schedule and conduct all required training sessions necessary to prepare City personnel for the proper operation, maintenance, and upkeep of facility systems and equipment. Training shall be coordinated with the City and documented upon completion.
p. Provide construction program accounting and reporting to the CITY as required to maintain an accurate cost position and cost forecast.
q. The CMAR will be required to work with the Architect of Record and the CITY on the project and assist the CITY and Architect as required for the timely completion of the project.
r. Maintain a complete set of redline (as-built) drawings throughout the construction process, reflecting all field changes. At project completion, submit final redline drawings along with all required turnover documentation, including O&M manuals, warranties, inspection certificates, and final closeout records, as specified by the City.
s. Coordinate all necessary inspections and approvals with local authorities to obtain the Certificate of Occupancy (CO).
t. Conduct the initial contractor punch list and subsequent contractor back-punch to confirm resolution of all items. Coordinate and schedule a final building acceptance walk with the City and the Architect to verify project completion and readiness for occupancy.
u. The CMAR will be required to work with, and coordinate their activities with, any third-party contracts or contractors that the CITY provides for this project.

v. No change orders shall be initiated or acted upon without prior written approval from the City. All changes to the scope, cost, or schedule must be documented and formally incorporated through a contract modification to the Guaranteed Maximum Price (GMP), approved in writing by the City.
w. The City reserves the right to perform site visits and inspections at any stage of the project, including after final acceptance. Any findings or deviations from the contract documents identified during these inspections shall be corrected by the Contractor at no additional cost to the City, regardless of whether such findings occur before or after the project acceptance date.
x. The CITY may elect to include additional services to assist the CITY in the management and completion of this project.

3. **Warranty -** Upon the completion and acceptance of all work performed, the CMAR will provide a warranty of not less than 12 months from the date of work completion. The warranty shall cover all labor, material and related costs required to repair, replace, or correct any defect that shall occur within the warranty period.

3.4 SITE INFORMATION:

Exhibit A – Proposed Lakeside Fire Station and Durbin Park Community Center (Lakeside Drive) Site Location
Exhibit B – Proposed Lakeside Fire Station Conceptual Building Elevations **
Exhibit C – Proposed Durbin Park Community Center (Lakeside Drive) Conceptual Building Elevations **

** Exhibits are for reference only to demonstrate scale and level of complexity and do not represent final design.

3.5 SPECIAL INSTRUCTIONS:

A **NON-MANDATORY** pre-proposal meeting will be held on Thursday, September 4, 2025, 1:00 p.m. at Development Services Conference Room, located at City of Kissimmee City Hall, 101 Church St, Kissimmee, FL 34741.

The construction budget has been determined.

The Conceptual Design and Conceptual Building Elevations will be provided per request by emailing procurement@kissimmee.gov. The civil design and full set of plans will be provided to the selected contractor.

AGREEMENT

The term of this agreement will be negotiated as part of Elevation Level 4, contract negotiations.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired,

unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1 – Executive Summary

(Items a-c: Maximum of two (2) pages)

a) Firm name, owner, address, telephone number, fax number & email address.
b) State the number of years in business.
c) State the number of full-time employees.
d) Volume of work during each of the last five (5) calendar years.
e) Describe and explain any litigation, major disputes, contract defaults, or liens experienced in the last ten (10) years.
f) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 – Approach to Project (30 Points)

(Maximum of two (2) pages)

a) Define in detail the components of job specific pre-construction services and the responsibility of the Construction Manager for each component of this phase including budget estimating, value engineering, constructability recommendations and master project schedule.
b) Detailed approach to the CM's competitive bidding for subcontracts, other cost of the work, general conditions cost summary, CM fee negotiations, GMP compilation, etc.
c) Owner direct purchase and sales tax savings approach to the project.
d) Approach to the management and construction of the project.
e) CM's approach to quality workmanship and contract compliance control measures.

Tab 3 – Experience, Expertise, Personnel & Technical Resources (30 Points)

I. Provide a minimum of at least three (3) and a maximum of five (5) similar CMAR projects completed for public entities, which best illustrate the experience of the firm and current staff. (List no more than five (5) projects completed within the last ten (10) years.) (Maximum of one (1) page only per project). For each project please provide:
   a) Name and location of the project.
   b) The nature of the firm's (CMARS) responsibility on the project.
   c) Project Owner's representative name, address and phone number.
   d) Date project was completed or are anticipated to be completed.
   e) Size of project (gross S.F. and/or area of construction).
   f) Cost of project (construction cost).
   g) Change Order Summary
   h) Work for which your staff was responsible.
   i) Project manager, superintendent and other key professionals involved in the projects.

II. Provide an organizational chart of the team highlighting the key individuals who will

work on this project as identified above.

III. Provide brief resumes of key staff personnel to be assigned to the project including, but not limited to the items in the list below. (One (1) page maximum per resume). Identify project related capability of in-house staff and indicate the adequate depth and abilities of the organization that it can draw upon as needed. This will include management, technical, and support staff. (Indicate whether office or field related.)

a) Name and title.
b) Job assignment for other projects.
c) Percentage of time to be assigned full time to this project.
d) How many years with this firm.
e) How many years with other firms.
f) Experience:
    (1) Types of projects.
    (2) Size of projects (dollar value of project).
    (3) What were the specific project involvements?
g) List degrees, certifications, and registrations.

Tab 4 - Scheduling and Cost Control (20 Points)

(Maximum two (2) pages plus a sample schedule)

The firm's scheduling system and cost control system should be described. Methods for assuring subcontractors adherence to schedule should be highlighted.

a) Describe the firm's use of computer-generated schedules for the management of construction.
b) Indicate the level of detail to define schedules. Describe methods for managing the processing of shop drawings. Define means and methods for managing and responding to Requests for Information (RFI's) and Architect's Supplemental Instructions (ASI's).
c) Indicate the firm's approach to project scheduling and coordination of subcontractors.
d) Describe the firm's method for holding projects within budget. Provide one example.
e) Attach a sample schedule that illustrates your overall scheduling capabilities. Attach sample of the cost control reports.
f) Provide a written narrative regarding your approach to the project as it relates to cost control for items outside of the "cost of the work". Fees associated with this category are as follows, Preconstruction phase services, general conditions, CM fee and bond. Include fee percentages in your response as general information for a project of this size. Information regarding fee percentages are general in nature and are not considered as a final offer for a proposed contract.

Tab 5 - Is the Firm a "City of Kissimmee Entity"? (5 Points)

- If the Contractor is a City of Kissimmee Entity, then five (5) points will be allocated for this tab.

- Provide documentation of the Contractors' headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers will be allocated points if they meet the following City of Kissimmee Government definition of City of Kissimmee Entity.
- The term "City of Kissimmee Entity" means any business having a physical location within the boundaries of City of Kissimmee, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of City of Kissimmee for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the City. The City shall have the right, but not the obligation, to verify the foregoing requirements.

Tab 6 - Is the Firm a "Certified Woman or Minority Business Enterprise" (5 Points)

- City of Kissimmee Commission has a long-standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the City as vendors. To that end we encourage all of our Contractors to utilize W/MBE sub-contractors where at all possible, irrespective of a company's certification status.
- If the Contractor is a Woman or Minority owned business then five (5) points will be allocated for this tab.
- Proposers will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in City of Kissimmee Purchasing Procedures. The City of Kissimmee's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:

- Valid W/MBE Certification from one of the following:
  - Florida Minority Supplier Development Council
  - Women Business Enterprise National Council
  - The State of Florida Office of Supplier Diversity
  - Florida Department of Transportation
  - U. S. Small Business Administration
  - Federal Aviation Authority
  - Other Florida governmental agencies*

* Certifications from other governmental agencies will be considered on a case-by-case basis.

Tab 7 - Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for all projects identified under Tab 3.
- Completed surveys. **(See Exhibit 1)** Purchasing will take the average of all three surveys and score as follows;

- Average Score between 9-10 10 Points
- Average Score between 7-8 8 Points
- Average Score between 5-6 6 Points
- Average Score between 3-4 4 Points
- Average Score between 1-2 2 Points
- Average Score of 0 0 Points

4.0 EVALUATION CRITERIA AND SELECTION PROCESS:

Proposals will be evaluated in accordance with this section and all applicable City of Kissimmee Purchasing policies and procedures.

The City shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The City will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Purchasing Requirements Assessment)

The City Purchasing Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the City's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Purchasing will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

- Purchasing shall score each Proposal on the following evaluation criteria:
  - Local (Tab 5) 5 points
  - W/MBE Certification (Tab 6) 5 points
  - Surveys of Past Performance (Tab 7) 10 points
  - Subtotal Points 20 points

  By the process stated under each corresponding Tab description.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:

  - Approach to Project (Tab 2) 30 points
  - Experience, Expertise,

Personnel, and Technical Resources (Tab 3) 30 points
- Scheduling and Cost Control (Tab 4) 20 points

Subtotal Points 80 points

By the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): *Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless*.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an *exceptional* and *superior* degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): *To a high degree; better than or above competent and/or skillful.*

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): *Having positive or desirable qualities; competent; skilled; above average.*

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): *Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.*

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): *Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.*

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or

references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0): The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Purchasing will confirm the calculations for the final score for each Proposal. Then, Purchasing shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation

Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend to the Commission, to enter into Contract Negotiations with the highest ranked Proposer. After Commission approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

The Commission will authorize negotiations, if the anticipated cost of the agreement exceeds $75,000. The City Manager will authorize contract negotiations for contracts which are not anticipated to exceed $75,000 in total.

<u>Elevation Level 3</u> (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Purchasing shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will

then collectively decide if they would like to recommend the Commission, or if applicable the City Manager, authorize staff to enter into Contract Negotiations with the highest-ranked Proposer.

After Commission approval, as applicable, to authorize staff to negotiate a contract, said Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The Commission will authorize negotiations, if the anticipated cost of the agreement exceeds $75,000. The City Manager will authorize contract negotiations for contracts which are not anticipated to exceed $75,000 in total.

<u>Elevation Level 4</u> (Contract Negotiations)

If a Proposer is elevated to this level, Purchasing and the City Attorney's Office, with the assistance of the elevated Proposer shall negotiate an Agreement.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the City shall, in its sole discretion, terminate further contract negotiations with that Proposer. Purchasing shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the Commission or City Manager, as applicable, to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the City determines there is no other Proposer with whom the City can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the of City of Kissimmee Commission or City Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The City of Kissimmee Commission or City Manager, as applicable, shall make the final decision whether the City shall enter into an Agreement with a Proposer.

The determination of whether the City Manager may execute a contract, without further Commission approval, is contingent upon whether the cost of the agreement exceeds $75,000. The City Manager may execute contracts that do not exceed $75,000 in total.

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Attachment A

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the firm submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey
The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included then Purchasing will only use those identified under Tab 3.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company or institution that the work was performed for.
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project
COST OF SERVICES	Cost of services
DATE COMPLETE	Date when the services were completed.

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The firm is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.

2. The firm should enter the past clients' contact information, and project information on each survey form for each reference. The firm should also enter the name of the Consultant being surveyed.

4. The firm is responsible for ensuring all references/surveys are included in their submittal under Tab 7.

5. City of Kissimmee Purchasing may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

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Survey Questionnaire – City of Kissimmee

RFP2025-009 Construction Manager at Risk – Kissimmee Lakeside Fire Station & Durbin Park Community Center

To: _____ _____
(Name of Person completing survey) (Name of Client Company/Firm)

Phone Number: _____

Email: _____

Subject: Past Performance Survey of:

_____
(Project Name)
Consultant Name:_____
(Name of firm being surveyed)
Cost of Services: _____ Date Complete:_____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: _____ Date Completed: _____

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

_____ _____
Printed Name of Evaluator Signature of Evaluator

Please fax or email the completed survey to: _____

Attachment B

THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:
(SUBMITTAL PAGE)

*Company Name:*_____

DBA/Fictitious Name (if applicable):_____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 SHOULD BE SUBMITTED WITH BID.

TIN #:_____

_____
(Street No or PO Box Number) (Street Name) (City)

_____
(City) (State) (Zip Code)

Contact Person:_____

Phone Number:_____

Cell Phone Number:_____

Email Address:_____

Type of Organization:

_____ Sole Proprietorship _____ Partnership _____ Non-Profit _____ Sub-Chapter

_____Joint Venture _____ Corporation _____ LLC _____ LLP

_____ Publicly Traded _____ Employee Owned

State of Incorporation_____

The Successful vendor must complete and submit this section prior to award. The Successful vendor must invoice using the company name listed above.

Attachment C

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP2025-009 PROJECT NAME: Kissimmee Lakeside Fire Station & Durbin Park Community Center

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

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

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

Company Name: _____

_____

Signature Title Date

STATE OF: _____
CITY OF:_____

The foregoing instrument was signed and acknowledged before me this ____day of _____, 20___, by _____who
(Print or Type Name)

has produced _____ as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

Attachment D

NOTICE

RFP2025-009

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____
Address: _____
_____
_____
Phone Number: (___)_____
Fax Number: (___)_____
Continue on Vendor List: _____ Yes _____ No
___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time
_____ Suitable, but engaged in other work
_____ Quantity too small
_____ Cannot meet required minimum
_____ Opening date does not allow sufficient time to complete
_____ Equivalent not presently available
_____ Other reasons or remarks: _____
_____
_____
_____

_____
Signature

Attachment E

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

Attachment F

Local Vendor Affidavit of Eligibility

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

State of Florida
County of Osceola

Before me on this _____day of _____20___, personally appeared

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

(print name of company) _____ MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.
Qualification documentation attached.

._____
Signature of Affiant

._____
Typed/Printed Name of Affiant

._____

._____
Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this ____day of _____20__, by

._____
(Signature of Notary Public-State of Florida)

._____
(Print, Type, or Stamp commissioned name of notary public)___personally known or ____ produced identification. Type of identification produced_____

ATTACHMENT G
Applicable Federal Requirements involving the use of Federal Funds

Services obtained through any agreement resulting from this solicitation that are to be paid in whole, or in part, or are intended to be paid in whole, or in part, using funds provided by any federal government agency or funding source, the awarded contractor(s) agrees to comply with the specific terms, regulations and requirements governing disbursement of federal funds, and as identified in 2 Code of Federal Regulations (CFR) Part 200, as amended, and as identified herein, for any work performed, where applicable.

A. **Compliance with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.**
The Contractor shall comply with the Federal requirements per 2 C.F.R. (Code of Federal Regulations) Part 200 Super Circular, titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", effective December 26, 2014, and any subsequent revisions and updates to 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards"**.**

B. **Federal Equal Employment Opportunity.**
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 or on 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 he has a collective bargaining agreement 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 his 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 nondiscrimination 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 204 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.

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 or 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.

C. **Compliance with the Contract Work Hours and Safety Standards Act.**

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages

shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

3. *Withholding for unpaid wages and liquidated damages.* Osceola County, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.
4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

D. **Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Osceola County and understands and agrees that Osceola County will, in turn, report each violation as required to assure notification to the Federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal funding agency.

E. **Federal Water Pollution Control Act.**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Osceola County and understands and agrees that Osceola County will, in turn, report each violation as required to assure notification to the Federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Grantor.

F. **Suspension and Debarment**

1. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, 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).
2. The contractor must comply with 2 C.F.R. Part 180, subpart C and2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by Osceola County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Osceola County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).**

1. 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.
2. Attachment “C” titled "44 C.F.R.. Part 18 - Certification Regarding Lobbying" is hereby attached and made a binding part hereof.

H. **Procurement of Recovered Materials:**

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.

2. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

I. **Compliance with David-Bacon Act.**

For all prime construction contracts in excess of $2,000 involving laborers and mechanics:

1. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.

J. **Compliance with Copeland “Anti-Kickback” Act.**

For all construction or repair work in excess of $2,000 in situations where the Davis-Bacon Act also applies:

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

K. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

In accordance with 2 C.F.R. Part 200.216, the awarded contractor acknowledges:

1. Osceola County is prohibited from obligating or expending loan or grant funds to:
   a. Procure or obtain;
   b. Extend or renew a contract to procure or obtain; or
   c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described

in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
2) Telecommunications or video surveillance services provided by such entities or using such equipment.
3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection(f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

L. **Domestic Preference for Procurements.**

1. As appropriate and to the extent consistent with law, Osceola County shall, to the greatest extent practicable under a Federal award, provide preference for the purchase, acquisition, or use of good, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).
2. For the purposes of this section:
   a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   b. "Manufactured products" means items and construction materials comprised in whole or in part of non-ferrous metal such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. **Non-Compliance Procedures.** If the SUB-RECIPIENT fails to comply with Federal award requirements and 2 CFR Part 200 Uniform Guidance, the pass-through entity can impose additional conditions to this Agreement in order to remedy the non-compliance issues. If the non-compliance issues are not remedied by imposing additional conditions, the pass-through entity may take one or more actions in accordance with 2 CFR §200.339(a-f).

N. **Federal Awarding Agency or Pass-Through Entity Review:**

1. In compliance with 2 CFR §200.325, Osceola County has made available, and will continue to make available, upon request of the Federal awarding agency or pass-through entity, the technical specifications of this solicitation.
2. Osceola County will make available any documentation, including, but not limited to, this solicitation, and all addenda, any and all proposals received, and any draft agreement, for review by the Federal awarding agency or pass-through entity.

O. **Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 135, Section 3 Clause):**

The Awarded Consultant agrees to comply with the following:

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. 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; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
3. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
4. The 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 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135.F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
5. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
6. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ATTACHMENT H
44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (for agreements exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure 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 grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the 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.

The undersigned Contractor hereby certifies and attests to the accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.§ 3801 *et seq.,* apply to this certification and disclosure, if any.

_____
AFFIANT

_____
Typed Name of AFFIANT / AFFIANT Title

_____
Date

ATTACHMENT H

DRUG-FREE WORKPLACE CERTIFICATION

(Information is collected, but will not be used for evaluation purposes)

The drug-free certification form below must be signed and returned with the bid.
In order to have a drug-free workplace program, a business shall:
(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

(4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.
By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment E, Drug-Free Workplace Certification, is truthful and correct at the time of submission.

_____
AFFIANT

_____
Typed Name of AFFIANT

_____
Title
STATE OF_____
COUNTY OF_____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH BID – IF APPLICABLE

Exhibit A – Proposed Lakeside Fire Station and Durbin Park Community Center

Site Location

2253 LAKESIDE DRIVE, KISSIMMEE, FL, 34743

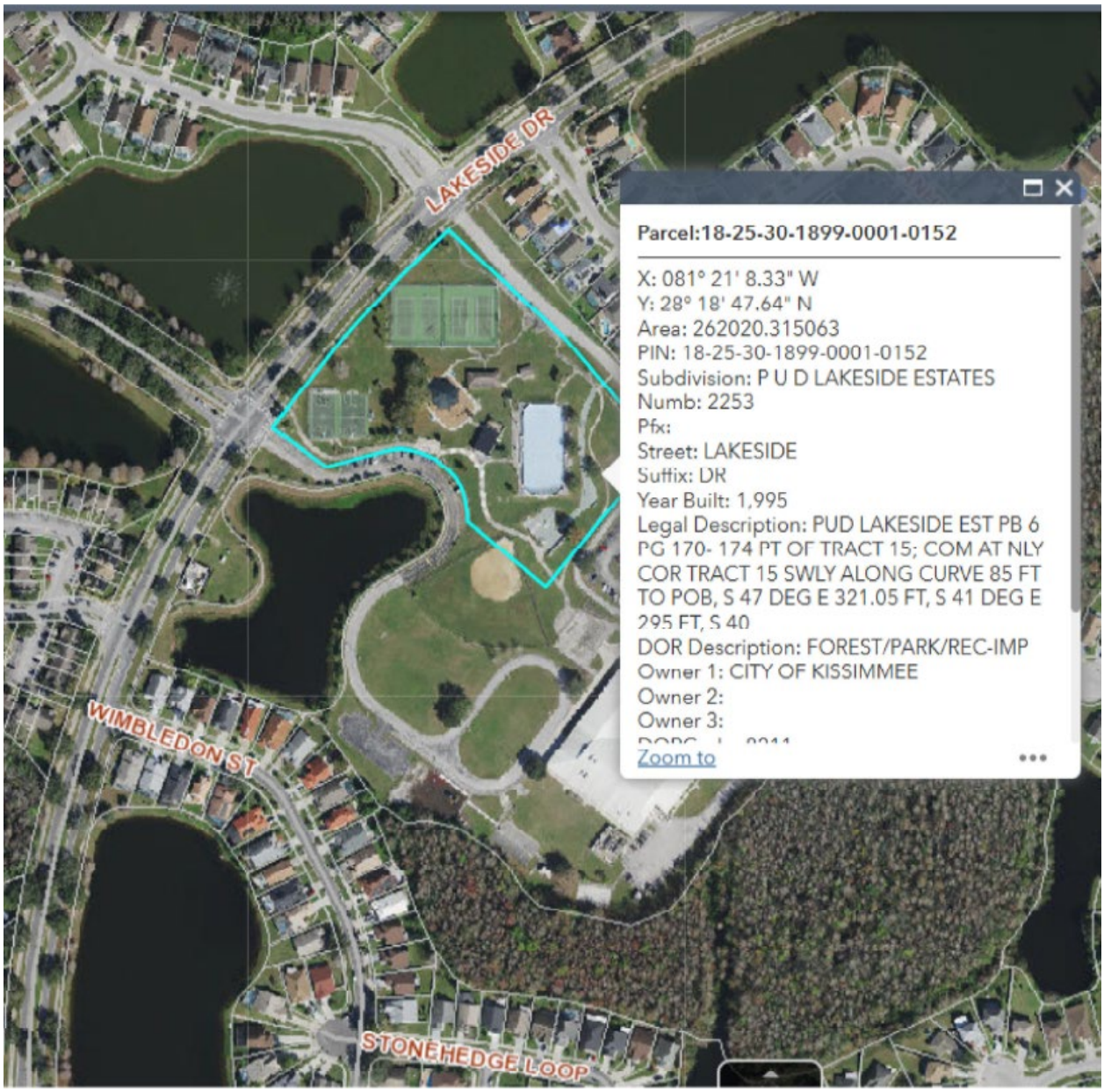
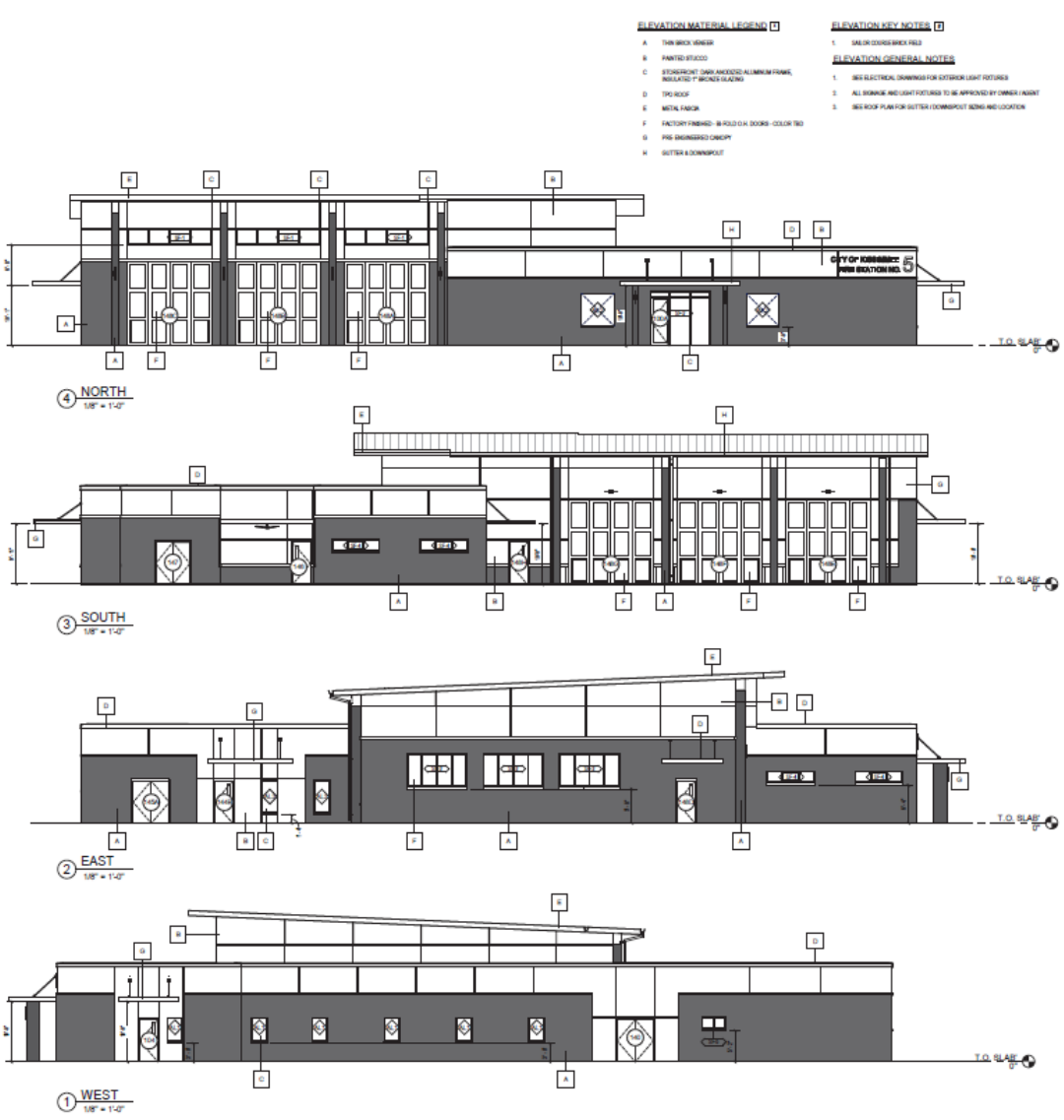


Exhibit B – Proposed Lakeside Fire Station Conceptual Building Elevations (Prototype)



THE LUNZ GROUP
58 Lake Morton Dr.
Lakeland, FL 33801
p 863.682.1882
f 863.687.6346
lic. AR94778
www.lunz.com

NOT FOR CONSTRUCTION

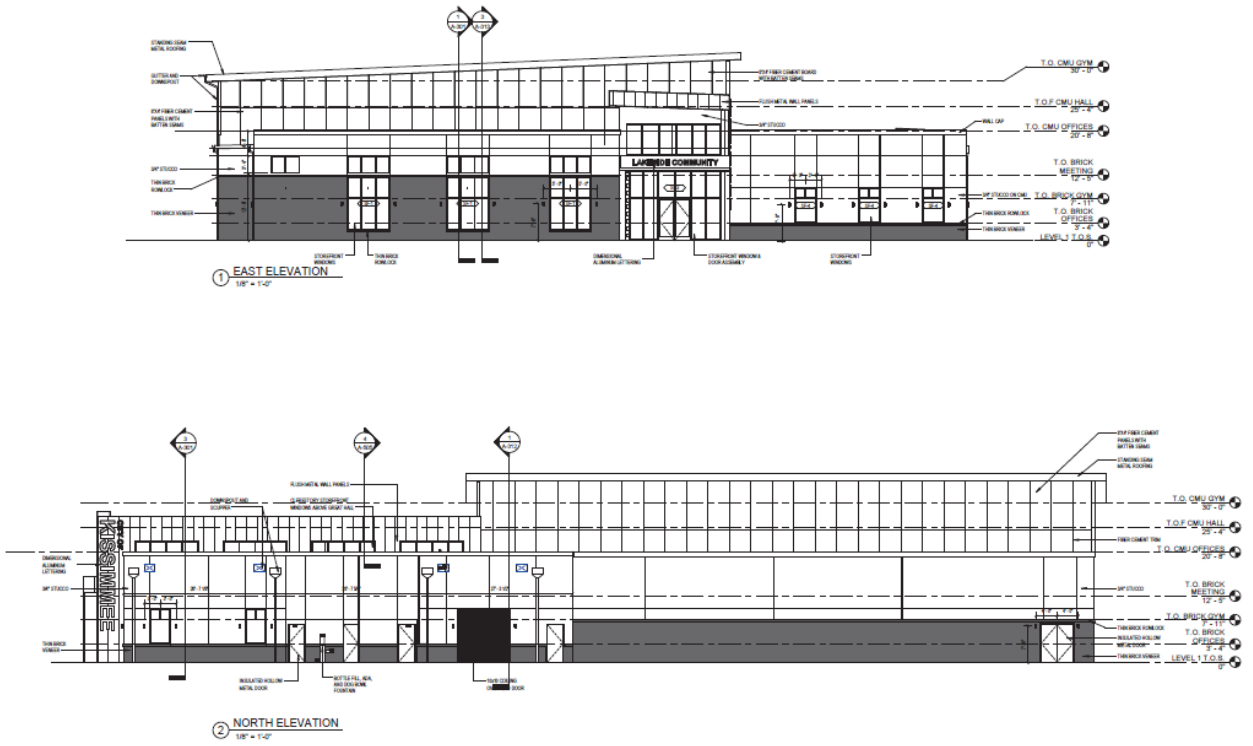
FIRE STATION NO. 5 - MILL RUN
1451 MILL SLOUGH RD,
KISSIMMEE, FL 34744

EXTERIOR ELEVATIONS

24005.01

A-201

Exhibit C – Proposed Durbin Park Community Center (Lakeside Drive) Conceptual Building Elevations



1 EAST ELEVATION
1/8" = 1'-0"

2 NORTH ELEVATION
1/8" = 1'-0"

THE LUNZ GROUP
58 Lake Morton Dr.
Lakeland, FL 33801
p 863.682.1882
f 863.687.8346
lic. AR94776
www.lunz.com

NOT FOR CONSTRUCTION

DURBIN PARK COMMUNITY CENTER
2233 LAKESIDE DR, KISSIMMEE, FL 34743

EXTERIOR ELEVATIONS

24108.01

A-201

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

THIS CONSTRUCTION MANAGER AT RISK AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter designated as the "City") and XXXX, whose Federal Identification Number is: xx-xxxxxxx (hereinafter designated as the "Construction Manager".)

WITNESSETH:

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

WHEREAS, the City solicited for these professional services via RFP #2025-009, an advertised request for proposals, and received numerous responsive proposals thereto; and

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

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

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

ARTICLE 1

THE CONSTRUCTION TEAM, EXTENT OF AGREEMENT AND DEFINITIONS

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

1.1 The Construction Team:

The Construction Manager, the City, and the Architect/Engineer, collectively called the "Construction Team", shall work jointly during the Pre-Construction Phase and the Construction Phase. The Architect/Engineer and the Construction Manager shall communicate through the City's Representative, except as may otherwise be provided in this Agreement. The Construction Manager shall copy the City's Representative on all correspondence sent to or received from the Architect/Engineer or any of its consultants of which the City's Representative was not copied. The

SAMPLE

specific representatives of the Construction Team shall be identified further in the Pre-Construction Addendum and the GMP Addendum.

1.2 Extent of Agreement:

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

1.3 Definitions:

1.3.1 Project – the design and construction of the Lakeside Fire Station for the City of Kissimmee, Florida, as further described in **RFP2025-009**, including all attachments and addenda, and this Agreement. Pre-Construction Services of the Project shall include coordination of all architectural, landscaping and engineering design and other pre-construction services, including, without limitation, the preparation of a proposed GMP, necessary to provide a complete and usable facility in accordance with this Agreement. Construction Phase of the Project shall include the construction of the facility, along with project management and coordination and quality assurance services necessary to complete the Project to the City's satisfaction.

1.3.2 Services – shall include: (1) all professional services described in the City of Kissimmee's RFP #2024-004, including all attachments and addenda; (2) all services described in the Construction Manager's response thereto (collectively, "RFP2025-009" is attached hereto as a composite **Exhibit "A"** and made a part of this Agreement); (3) all services described in Article 2 herein (but as may be specifically excluded by the City in the Pre-Construction Addendum); and (4) all Pre-Construction Phase Services and Construction Phase Services (the Construction Phase Services may also be referred to herein as the "Work") as further set forth and described herein or in either the Pre-Construction Addendum, the GMP Addendum, or both.

1.3.3 Pre-Construction Services Addendum is attached hereto and incorporated herein as **Exhibit "B".**

1.3.4 GMP Addendum is attached hereto and incorporated herein as **Exhibit "C"** and shall be completed and executed by the City and the Construction Manager following the completion of Pre-Construction Phase Services and determination of a mutually-acceptable Guaranteed Maximum Price ("GMP") and related terms.

1.3.5 Architect/Engineer – The Lunz Group.

1.3.6 Contract Documents - The Contract Documents consist of this Agreement, the Exhibits hereto, and any duly executed amendments and/or addendums, including, without limitation, the Pre-Construction Addendum and the GMP Addendum, in addition to all plans and specifications for the construction of the Project ("Construction Documents") that have been completed by the Architect/Engineer and approved in writing by the City's Representative.

1.3.7 Punch List – A final list of items of Work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to Final Completion.

SAMPLE

1.3.8 Schedule of Values - The schedule to be used as a basis for progress payments to be made to the Construction Manager by the City during performance of the Work, based on the then current percentage of progress of construction of the Work, subject to the review of the Architect/Engineer and the City's Representative.

1.3.9 Subcontractor – A subcontractor is any person or entity performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with the Construction Manager. Construction Manager shall be solely responsible for and have control over the subcontractors.

1.3.10 Substantial Completion Date – The date, certified by the Architect/Engineer, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and as further delineated in Article 2, Section 2.5.1 so that the City can reasonably occupy or utilize the Project, or a designated portion thereof, for its intended use.

1.3.11 General Conditions – Those items that are not specific to any trade and are required for the construction of the Project.

1.3.12 City's Construction Budget: The City's Construction Budget shall be set forth in the completed GMP Addendum and shall include an estimated total of all three segments of the budget, including all Construction Manager Fees, Costs of the Work and the City's Allowance, as defined in Article 6. This acknowledgment of the City's Construction Budget is not to be construed as the Construction Manager's Guaranteed Maximum Price ("GMP").

1.3.13 *Intentionally omitted.*

1.3.14 Term –The "Term" of this Agreement shall commence on the Effective Date and shall continue thereafter through the date of completion by Construction Manager of all its contractual obligations (with the exception of the Warranty period as set forth in Section 2.6.3 and any other provisions contained herein which are specifically stated to survive expiration or earlier termination of this Agreement), and the City has paid the final balance due Construction Manager, including any retainage, as noted in the Certificate for Final Completion.

1.3.15 Allowance – Funds and time appropriated by the City for additional work which is not included in the contract document yet may be necessary for the completion of the Work. Any unused allowance funds shall be returned to the City by Change Order at the completion of the Project.

1.3.16 Contingency – Those areas of work that are not at 100% design completion, at the time of GMP, for which additional monies will be allowed. A contingency dollar amount will be shown as a separate amount at the appropriate line item within the GMP and labeled as a contingency for that item of work. Any unused contingency funds shall be reassigned to the City's Buyout Allowance, as defined in Section 6.1.5.

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

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

SAMPLE

ARTICLE 2

CONSTRUCTION MANAGER'S SERVICES

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

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

2.1 Project Management Information System (PMIS):

2.1.1 General:

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

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

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

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

2.1.1.4.1 Narrative Reporting, on a monthly basis, and
2.1.1.4.2 Schedule Control, on a monthly basis, and
2.1.1.4.3 Cost Control, and estimating, and
2.1.1.4.4 Project Accounting, and
2.1.1.4.5 Accounting and Payment, on a monthly basis, and
2.1.1.4.6 Action Reports.

2.1.2 Narrative Reporting Subsystem:

2.1.2.1 The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports

SAMPLE

shall be in 8.5" X 11" format, unless directed otherwise by the City's Representative.

2.1.2.2 The Narrative Reporting Subsystem shall include the following reports:

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

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

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

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

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

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

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

2.1.3 Scheduled Control Subsystem:

2.1.3.1 Master Project Schedule: Within 30 days following issuance of the Notice To Proceed, the Construction Manager shall submit, to the City's Representative for approval, a Master Project Schedule covering the Pre-Construction Phase and Construction Phase. The Master Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Master Project Schedule

SAMPLE

shall be produced and updated monthly throughout the Project. No revisions, activity additions, activity deletions, or logic changes to the Master Project Schedule or any other schedule previously approved by the City, shall be made without the City's approval. Minor or immaterial deviations that do not affect key milestone dates may be amended if approved by the City's Representative.

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

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

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

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

SAMPLE

2.1.3.4.2 Final Completion Schedule -The Construction Manager shall jointly develop with the Architect/Engineer and the City's Representative, a detailed plan, inclusive of Punch Lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Final Completion. The Final Completion Schedule shall be produced and updated monthly and may be part of the Construction Schedule.

2.1.3.4.3 Utility Relocation Schedule – The Construction Manager shall jointly develop with the Architect/Engineer and the City's Representative a detailed plan, for any and all utility relocations required for successful completion of the Work. The Utility Relocation Schedule shall be produced and updated monthly, and may be part of the Construction Schedule.

2.1.3.4.4 Recovery Schedule - If any portion of the Master Project Schedule or any current updates fail to reflect the actual plan or method of operation of the Work, or a contractual milestone date is more than 15 days behind, the City's Representative may require that a Recovery Schedule for completion of the remaining work be submitted. The Recovery Schedule must be submitted within 7 calendar days of the request by the City's Representative. The Recovery Schedule shall describe in detail the Construction Manager's plan to complete the remaining work by the required Agreement milestone date. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Agreement milestone dates.

2.1.3.4.5 Change Orders - When a Change Order is proposed, the City's Representative may require the Construction Manager to identify all logic changes as a result of the Change Order. The Construction Manager shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the Master Project Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, the Construction Manager will revise the Master Project Schedule. The logic changes required by the Change Order will be considered incidental to the Construction Manager's work. No separate payment will be made for the work required to identify all logic changes that result from the Change Order.

2.1.4 Budget Control Subsystem - The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and site elements, so that the Work will be completed at a cost which, together with all other Costs of the Work, will not exceed the City's Project Budget. Requirements of this subsystem may include the following submissions:

2.1.4.1 Estimate at the completion of schematic design; and
2.1.4.2 Estimate at the completion of 100% design development plans; and
2.1.4.3 Estimate at the submission of the GMP Proposal.

2.1.5 Project Accounting Subsystem - The operation of this subsystem shall enable the Construction Team to plan effectively and to enable the City's Representative to monitor and control the funds available for the Project, cash flow, costs, Change Orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable, and to plan effectively. This subsystem will be produced and updated monthly and includes the

SAMPLE

following reports, which together will serve as a basic accounting tool and an audit trail. This report may be further defined by the City's Representative.

2.1.5.1 A Payment Status Report - showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

2.1.5.2 Project Accounting Structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the Change Order history including Change Order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending Change Orders.

2.1.5.3 A Cash Flow Diagram - showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments and may be requested at earlier or more frequent intervals by the City's Representative.

2.1.5.4 A Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The job ledger will be used to provide construction cost accountability for General Conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

2.2 Project Manual: Upon the execution of this Agreement, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Agreement. This shall provide a plan for the control, direction, coordination and evaluation of Work performed throughout the Project; the Project organization including identification of key personnel, responsibilities of Construction Manager, the City's Representative and Architect/Engineer; work flow diagrams; and strategy for bidding the Work. The Project Manual shall be completed and submitted to the Architect/Engineer and the City's Representative for their review of the format and content, and to the City's Representative for approval as a condition precedent to the first progress payment by City to Construction Manager for services provided in the Pre-Construction Phase. The Project Manual shall be updated as necessary, with the approval of City's Representative throughout the Pre-Construction and Construction Phases. A copy of the Project Manual, and any updates, shall be submitted separately to the City's Representative and Architect/Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the City's Representative and the Architect/Engineer. The Project Manual is merely an amplification and clarification of this Agreement. Any conflicts between the Project Manual and this Agreement shall be governed by the latter. The Project Manual shall describe in detail the procedures for executing the Work and the organizations participating. The Project Manual shall include as a minimum the following sections:

2.2.1 Project Definition - The known characteristics of the Project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the Project or sub-projects.

2.2.2 Project Goals - The schedule, budget, physical, technical and other objectives for the Project.

2.2.3 Project Strategy - A narrative description of the Project delivery methods shall be utilized to accomplish the Project goals.

SAMPLE

2.2.4 Project Work Plan - A matrix display of the program of Work to be performed by the Construction Manager, the Architect/Engineer and the City's Representative during each phase of the Project.

2.2.5 Project Organization - A summary organization chart showing the interrelationships between the City, the Construction Manager, the Architect/Engineer, and other supporting firms, organizations and permitting review agencies. Detailed charts, one each for the Construction Manager, the Architect/Engineer, and the City's Representative, showing organizational elements participating in the Project shall be included.

2.2.6 Responsibility Performance Chart - A detailed matrix showing the specific responsibilities of the City, the Architect/Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the Project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the Project, and also for the personnel of the City and the Architect/Engineer from data supplied by each.

2.2.7 Flow Diagrams - These charts shall display the flow of information and the decision process for the review and approval of shop drawings, submittals, and Change Orders.

2.2.8 Written Procedures - The Construction Manager will provide written procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

2.2.9 Emergency Contact List: A complete list of the names, company affiliation and emergency contact phone numbers (both day and night) for all key Project personnel from City, Construction Manager and Architect/Engineer, as well as from all subcontractors, sub-consultants and suppliers of any of them. This list shall be continuously updated by the Construction Manager throughout the Project duration, with Construction Manager distributing a copy of all updates to City's Representative and Architect/Engineer.

2.3 Pre-Construction Phase Services: The services to be provided under this Section 2.3 constitute the Pre-Construction Phase Services. The parties acknowledge the Construction Phase may commence before the Pre-Construction Phase is completed, and to a certain extent both phases may proceed concurrently.

2.3.1 Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Project and the City's Project Budget requirements, each in terms of the other.

2.3.2 Consultation - The Construction Manager will jointly schedule and attend regular meetings with the City's Representative and Architect/Engineer. The Construction Manager shall make recommendations with respect to the selection of systems and materials, and cost – reducing alternatives, including assistance to the Architect/Engineer and City's Representative, in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed of construction and early completion of the Project. The Construction Manager shall furnish pertinent information as to the availability of materials and labor that will be required, in addition to items such as the identification, if necessary, of right-of-way

SAMPLE

to be acquired, outstanding permits and related issues and the status of utility relocations.

2.3.3 Right of Way Acquisition – When requested**,** Construction Manager shall assist the City's Representative, in conjunction with the City Attorney's Office, with right of way acquisition, including but not limited to, obtaining appraisals, and assisting with the negotiation of purchase agreements. Construction Manager shall coordinate and develop in the Construction Documents all applicable conditions negotiated through the right-of-way acquisition process, including but not limited to such items as driveway transitions and modifications, fence relocations and other related items.

2.3.4 Phased Construction - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect/Engineer and may make recommendations to the City's Representative with respect to dividing the Work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule, while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, maintenance of traffic and utility relocation issues, status of right of way acquisition and community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the City's Representative.

2.3.5 Review Reports - Within 30 days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Article 2, Section 2.3. Promptly after completion of the review, he shall submit to the Construction Team, with copies to the Architect/Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as he may deem appropriate, and all actions taken by the Architect/Engineer with respect to same, any comments he may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2, Section 2.3. Construction Manager shall not assume in any way the responsibilities of the Architect/Engineer, in particular, the responsibility of assuring that the Construction Documents are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules, and Regulations. However, if the Construction Manager recognizes that portions of the Construction Documents are at variance therewith, the Construction Manager shall include notice of same in the written report. THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ENGINEERING RESPONSIBILITY, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

2.3.6 Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the subcontractors, the City's Representative and the Architect/Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep himself informed of the progress of the respective

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subcontractors or suppliers, manufacturing or fabricating such items and advise City's Representative and Architect/Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the City's Representative a schedule for procurement of the long-lead time items, which will constitute part of the Work as required to meet the Master Project Schedule. If such long-lead time items are procured by the City, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the City's acceptance of the Construction Manager's GMP proposal, all contracts for such items may be assigned by the City to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

2.3.7 Project Site Office Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Team to perform their respective duties in the management, inspection, and supervision of construction. Tangible personal property, otherwise referred to as Project Site Office Facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such Project Site Office Facilities, which are planned to become the property of the City at the conclusion of the Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing, and then analyzing which is the most cost effective over the useful life of the item. The Construction Manager shall present his evaluation with recommendation to the City's Representative for approval. When the Construction Manager wishes to supply Project Site Office Facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed previously herein. If leasing is found to be the least expensive approach, then he may lease such Project Site Office Facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained. For all such facilities purchased, which are to become the property of the City at the conclusion of the Project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. At the conclusion of the Project, the Construction Manager shall provide the City's Representative with a complete inventory of equipment that has been purchased for the City. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the City or to his designee. The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the City, the City may refuse acceptance of the equipment if the City determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse City for the cost of such item.

2.3.8 Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of work areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work in periods when extreme weather conditions are likely to be experienced. He shall submit to the Construction Team his recommendations as to needed requirements of this nature and as to the contract, or contracts, in which they should be included. The Construction Manager is totally responsible for all weather protection necessary to insure that all new construction is adequately protected from the normal inclement elements.

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2.3.9 Market Analysis and Stimulation of Bidder Interest - The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project. The Construction Manager shall submit to the City's Representative a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the City's Representative and the Architect/Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the City of Kissimmee market place and identify and encourage bidding competition. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the Work and of familiarizing those bidders with the requirements of this Project.

2.4 Construction Phase - After the Construction Documents have been sufficiently completed by Architect/Engineer and approved by City's Representative for all the Work (or such portions thereof as may be designated by City in writing) and City and Construction Manager have agreed in writing upon the GMP to be paid to Construction Manager and the Contract Time for the Work (or designated portions thereof) as hereafter provided, Construction Manager shall fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all the terms and conditions of the Contract Documents.

2.4.1 Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent, full time, staff at the Project Site, authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the subcontractors, and he shall provide no less than those personnel during the respective phases of construction that are set forth in Schedule 1 of the GMP Addendum. He shall not change any of those persons named in said Schedule unless mutually agreed to by the City's Representative and Construction Manager. In such case, the City's Representative shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.

2.4.2 Lines of Authority - The Construction Manager shall establish and maintain lines of authority for his personnel, and shall provide this definition to the City's Representative and all other affected parties, such as the code inspectors of the permitting agencies, the subcontractors and the Architect/Engineer, to provide general direction of the Work and progress of the various phases and subcontractors. The City's Representative and Architect/Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontracts.

2.4.3 Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the City, its representatives and the Architect/Engineer with copies of the Project Manual (total number of copies not to exceed 10) developed and updated as required by Article 2, expanded for the Construction Phase employing their respective milestones, beginning and finishing dates, their respective responsibilities for performance and the relationships of their work with respect to subcontractors and suppliers. He shall also continue to provide current scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. He is also responsible for performance and the relationships of his work to the work of his subcontractors and suppliers, to enable them to perform their respective tasks, so that the development of construction progresses in a smooth and efficient manner in conformance with the Master Project Schedule.

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2.4.4 Solicitation of Bids Without assuming responsibilities of the Architect/Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposals when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and, if directed by the City, for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

2.4.4.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the Work. The Construction Manager shall strive to receive at least three competitive bids per trade package. Should the nature of the trade package prohibit three competitive bids, the Construction Manager shall notify the City's Representative in writing as to the reason and offer suggestions, if any, to create trade interest.

2.4.4.2 The Construction Manager shall be responsible for coordinating with the Architect/Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

2.4.4.3 The Construction Manager and the City's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect/Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the City's Representative and the Architect/Engineer and, upon receiving clarification or correction in writing, shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

2.4.5 Subcontracts Subject to Article 6 and, in accordance with Article 2, Section 2.4.4, the Construction Manager shall award subcontracts to the qualified low bidder after the Construction Manager and the City have reviewed each proposal and are satisfied that the subcontractor/supplier is qualified to perform the work. Construction Manager shall make available to each proposed subcontractor, prior to the execution of the subcontract, complete copies of the Contract Documents to which the subcontractor will be bound by this Section 2.4.5 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

2.4.5.1 All subcontracts shall: (1) require each subcontractor to be bound to Construction Manager to the same extent Construction Manager is bound to City by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from Construction Manager to City at the election of City, upon termination of Construction Manager, (3) provide that City will be an additional indemnified party of the subcontract, (4) provide that City will be an additional insured on all insurance policies required to be provided by the subcontractor, except workman's compensation, (5) assign all warranties directly to City, and (6) identify City as an intended third-party beneficiary of the subcontract.

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2.4.5.2 Unless otherwise expressly agreed to by City in writing, all subcontracts shall provide: LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the City or Architect/Engineer or attributable to the City or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim. Each subcontract shall require that any claims by the subcontractor for delay must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the City, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

2.4.5.3 Subcontractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the City, under the agreement, by the parties to the extent of the work to be performed by the subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the City and Architect/Engineer under the Contract Documents, with respect to the Work to be performed by the subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each subcontractor to enter into similar agreements with its sub-subcontractor.

2.4.5.4 Insurance requirements for subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the City. The Construction Manager shall be responsible to the City for the acts and omissions of his employees, agents, subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Construction Manager.

2.4.5.5 If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP Addendum, the Construction Manager reserves the right to perform that portion of the Work, or negotiate for its performance for the specified line item lump sum amount or less.

2.4.6 A Public Construction Bond in the total amount of the GMP, along with all insurance certificates will be provided by the Construction Manager after approval of the GMP by the Board of City Commissioners, in the form attached hereto and incorporated herein as **Exhibit "M"**. No work shall be performed until these documents are provided and the certificates are current.

2.4.6.1 The Bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

2.4.6.2 All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, as amended by the audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.

2.4.6.3 If the surety on any Bond furnished by the Construction Manager is declared bankrupt, becomes insolvent, its right to do business is terminated in any

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state or it ceases to meet the requirements of Section 2.4.6.2, the Construction Manager shall within ten (10) days thereafter substitute another Bond and surety, both of which must be acceptable to the City.

2.4.6.4 All Bonds and insurance required by the Contract Documents to be purchased and maintained by the Construction Manager shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Florida to issue bonds or insurance policies for the limits and coverage so required. All bonds signed by an agent must be accompanied by a certified copy of authority to act.

2.4.7 Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the City's Representative and Architect/Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors, providing instructions to each when their work does not conform to the requirements of the Construction Documents, and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner, so as to not affect the efficient progress of the Work. Should disagreement occur between the Construction Manager and Architect/Engineer over acceptability of Work and conformance with the requirements of the Construction Documents, the City's Representative shall be the final judge of performance and acceptability, subject to the dispute provisions of this Agreement.

2.4.8 Submittals and Substitutions- Construction Manager shall carefully examine the Contract Documents for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Construction Manager shall submit all such materials in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. The Construction Manager shall also carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to the Architect/Engineer for review and action. Within 14 days, the Architect/Engineer will transmit them back to the Construction Manager, who will then issue the submittals to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. The Construction Manager shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of it by the subcontractors. The Construction Manager shall advise the Architect/Engineer in writing which submittals or requests for clarification have the greatest urgency; the purpose being to enable the Architect/Engineer to prioritize requests coming from the Construction Manager. The Construction Manager shall advise the City's Representative and Architect/Engineer in writing when timely response is not occurring on any of the above.

2.4.8.1 If Construction Manager wishes to furnish or use a substitute item of material or equipment, Construction Manager shall make application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and at least of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Construction Manager's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for the Project) to

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adapt the design to the proposed substitute, and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement services shall be indicated. The application also shall contain an itemized estimate of all costs or savings that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Construction Manager to furnish, at Construction Manager's expense, additional data about the proposed substitute.

2.4.8.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Construction Manager may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Architect/Engineer, if Construction Manager submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by Architect/Engineer shall be the same as those provided herein for substitute materials and equipment.

2.4.8.3 Architect/Engineer shall be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer and City's Representative shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without City's and Architect/Engineer's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. City may require Construction Manager to furnish, at Construction Manager's expense, a special performance guarantee or other surety with respect to any substitute. The cost of such guarantee may be reimbursable from the City's Owner Allowance or Buyout Allowance funds, provided that this cost is presented with the proposed substitute. If City rejects the proposed substitute, at City's direction, City may require Construction Manager to reimburse City for the charges of Engineer and Engineer's consultants for evaluating the proposed substitute.

2.4.9 Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the City and the City's Representative, including the Architect/Engineer.

2.4.10 Permits - The Construction Manager shall secure and pay for all permits and/or licenses which are customarily secured by a General Contractor. If Construction Manager performs any Work without obtaining, or contrary to, such permits or licenses, Construction Manager shall bear all costs arising therefrom. Cost for all re-inspections of Work found defective and subsequently repaired, shall be borne by the Construction Manager, unless such cost is not a result of negligence on the part of the Construction Manager.

2.4.11 Project Administration - The Construction Manager shall provide Project Administrative functions during construction to assure proper documentation, including, but not limited to, such things as the following:

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2.4.11.1 Job Meetings – Hold weekly progress and coordination meetings, or more or less frequently, if required, to provide for the timely completion of the Work. In addition, a regular monthly Project status meeting will be held between the Architect/Engineer, City's Representative and Construction Manager. The meetings shall serve as a tool for planning of work and enforcing schedules and for establishing procedures and responsibilities.

2.4.11.2 Shop Drawing Submittals/Approvals – Check shop drawings and implement procedures to be approved by City's Representative for submittal and transmittal to the Architect/Engineer and City's Representative of such drawings for action, and closely monitor their submittal and approval process.

2.4.11.3 Material and Equipment Expediting – Closely monitor material and equipment deliveries, follow-up procedures on supplier commitments of all subcontractors, and maintain a material and equipment expediting log.

2.4.11.4 Payments to subcontractors - Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.

2.4.11.5 Document Interpretation (RFI) - Refer all questions for interpretation of the Construction Documents to the Architect/Engineer with a copy to the City's Representative.

2.4.11.6 Reports and Project Site Documents - Record the progress of the Project. Submit written progress reports to the City's Representative and the Architect/Engineer including information on the subcontractors' work, and the percentage of completion. Keep a daily log available to the City, the Engineer and the permitting authority's inspectors.

2.4.11.7 Subcontractors' Progress - Prepare periodic punch lists for the subcontractors' work, including unsatisfactory or incomplete items and schedules for their completion.

2.4.11.8 Start-Up - With the City's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

2.4.11.9 Safety – Provide a safety program for the Project to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with the best acceptable practice.

2.4.11.10 Record Drawings - The Construction Manager shall monitor the progress of his own forces and his Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect/Engineer, who will prepare the final record drawings. The Construction Manager shall continuously review "As-Built" Drawings and marked up progress prints to provide as much accuracy as possible.

2.4.11.11 Systems Maintenance and Instruction - The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey those to the City in such a manner as to promote their usability. The Construction Manager shall provide City's operations and maintenance personnel with operations and

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maintenance training with respect to the equipment and systems being provided as part of the Work. This training shall be videotaped by Construction Manager for subsequent presentation to City's operations and maintenance personnel.

2.4.11.12 Administrative Records - Construction Manager shall maintain in a safe place at the Project Site Office Facility, one record copy and one permit set of the Contract Documents, including, but not limited to, all Construction Documents, addenda, amendments, Change Orders, Construction Change Directive and Field Orders, as well as all written interpretations and clarifications issued by Architect/Engineer, in good order and annotated to show all changes made during construction. The record Contract Documents shall be updated by Construction Manager throughout the prosecution of the Work to accurately reflect all field changes that have been made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directive and Field Orders, and all concealed and buried installations of piping, conduit and utility services. Construction Manager shall certify the accuracy of the updated record Contract Documents. As a condition precedent to City's obligation to make a monthly progress payment, Construction Manager shall provide evidence, satisfactory to City's Representative and Architect/Engineer, that Construction Manager is fulfilling its obligation to update the record Contract Documents. All buried and concealed items, within the Project site, shall be accurately located on the record Contract Documents as to depth and in relationship to not less than 2 permanent features. The record Contract Documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings, shall be available to City's Representative and Architect/Engineer for reference. In addition, the Construction Manager shall be required to maintain at the Project Site Office Facility on a current basis, electronic and/or copies of files and records such as, but not limited to the following:

Contracts [subcontracts]
Purchase Orders
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Construction Change Directives
Permits
Purchase Orders
Material Purchase Delivery Logs

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Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

2.5 Final Completion:

2.5.1 Substantial Completion: When the entire Work (or any portion thereof designated in writing by City) is ready for its intended use, Construction Manager shall notify City's Representative and Architect/Engineer in writing that the entire Work (or such designated portion) is substantially complete and request that Architect/Engineer prepare a Certificate of Substantial Completion (or a Certificate of Partial Substantial Completion), a copy of which is attached as **Exhibit "D".** Said written notice from Construction Manager shall include a proposed punch list of all items of Work to be completed or corrected by Construction Manager. Within a reasonable time thereafter, City's Representative, Construction Manager and Architect/Engineer shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If City's Representative and Architect/Engineer do not consider the Work (or designated portion) substantially complete, Architect/Engineer shall notify Construction Manager in writing giving the reasons therefore. If City and Architect/Engineer consider the Work (or designated portion) substantially complete, Architect/Engineer shall deliver to Construction Manager the Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date Substantial Completion for the entire Work (or designated portion thereof) is actually achieved by Construction Manager and include a final punch list of items to be completed or corrected by Construction Manager before final payment. Failure to include an item on the final Punch List does not waive City's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment.

2.5.2 Final Acceptance: When Construction Manager believes it has fully performed all of the Services, including all punch list items, Construction Manager shall deliver to City's Representative all items listed on **Exhibit "G"**, which includes, but is not limited to, a written Release and Affidavit from Construction Manager certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be in conformance with **Exhibit "E"** and shall be delivered to City's Representative by Construction Manager at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Architect/Engineer and City's Representative shall promptly inspect the Work to determine if all of the Work has been completed and is ready for Final Acceptance by City. If City's Representative and Architect/Engineer determine Construction Manager has completed the entire Work and performed all of the Services, City's

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Representative shall promptly approve the Final Completion Certificate of the Project, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Services have been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Construction Manager, as noted in the final Certificate for Completion, is due and payable; and (iii) all conditions precedent to Construction Manager's entitlement to final payment has been satisfied. Neither the final payment nor any retainage shall become due and payable until Construction Manager submits: (1) the final Release and Affidavit in the form attached to the Agreement as **Exhibit "E"**, (2) consent of surety to final payment, and (3) other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by City. City reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Architect/Engineer may have issued its recommendations. Until the Construction Manager completes all of its contractual obligations, with the exception of the Warranty period, neither the final payment nor any retainage shall become due and payable.

The City may occupy or take control of portions of the project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2, Sections 2.4.11.8, 2.4.11.10, 2.5.1 and 2.6 have been completed to the City's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Substantial Completion.

2.6 Warranty and Corrective Period

2.6.1 The Construction Manager shall warrant that all materials and equipment included in the Work will be new, except where indicated otherwise in Contract Documents, and that the Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Construction Documents.

2.6.2 The Construction Manager shall collect and deliver to the City's Representative any specific written warranties given by others as required by the Contract Documents. Also, the Construction Manager shall conduct, jointly with the City's Representative and the Architect/Engineer, a warranty inspection eleven (11) months after the date of Substantial Completion of the Project. Construction Manager shall obtain and assign to City all express warranties given to Construction Manager by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Construction Manager further warrants to City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to City and shall not include any exclusions, exceptions or modifications except to the extent approved by City in its sole discretion.

2.6.3 In addition to the express warranties provided for in Sections 2.6.1 and 2.6.2, and all other rights and remedies available to City at law or in equity, including any implied warranties City may be entitled to as a matter of law, Construction Manager shall promptly correct, upon receipt of written notice from City's Representative, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or

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non-conforming work is deemed by City in its sole discretion to present an immediate threat to safety or security, City shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Construction Manager shall reimburse City for all costs and expenses incurred by City in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved.

2.6.4 With respect to the correction of any defective or nonconforming Work, Construction Manager shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Construction Contingency Funds may be utilized to correct such damage provided that damage was not caused by negligence on the part of the Construction Manager. Construction Manager's warranty excludes remedy for damage or defect caused by City's abuse, modifications not performed by Construction Manager, improper or insufficient maintenance by City (unless such maintenance was performed in accordance with the directions from Construction Manager), improper operation by City (unless such operations were performed in accordance with the directions from Construction Manager), or normal wear and tear under normal usage.

ARTICLE 3

CITY'S RESPONSIBILITIES

3.1 City's Information:

The City shall provide full information regarding the requirements for the Project.

3.2 City's Representative:

The City shall designate in writing any additional representatives authorized to act on the City's behalf with respect to the Project, together with the scope of his/her respective authority. In no event, shall any delegation of authority be contrary to State or City laws or codes. Such designations as of the date hereof are set forth in Section 1.3.18. Functions that this Agreement provides, which will be performed by the City, can be delegated by written notice to the Construction Manager from the City. The designation(s) of City's Representative, as set forth in Section 1.3.18, may be amended from time to time by the City, pursuant to written notice to the Construction Manager of such amendment. The Construction Manager shall be entitled to rely on directions (and it shall be required to follow directions) from the City's Representative within the authority conferred by the Board of City Commissioners in this Agreement or any Amendment or Change Order to this Agreement. The City of Kissimmee Board of City Commissioners hereby authorizes the City's Representative to: (1) act as the Board's agent and execute documents associated with the Project. Examples of these documents are Notices of Commencement, Certificates of Substantial and Final Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the City; and (4) issue a duly authorized memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by City's Representatives shall be binding on the City. The City's Representative does not have the authority to authorize work beyond the scope of the Contract Documents.

The City additionally authorizes the City Manager, or his designee, in conjunction with the City's Representative, to authorize individual changes in the Work up to *$100,000.00*. Said

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changes shall be funded from the City's Allowance and shall not cause an increase to City's Project Budget.

3.3 Design Engineer and Engineer's Agreement:

The City shall retain an Architect/Engineer for design and to prepare Construction Documents for the Project. The Architect/Engineer's services, duties and responsibilities are described in the Agreement between the City and the Architect/Engineer, a copy of which will be furnished to the Construction Manager.

3.4 Site Survey and Reports:

The City shall provide for the site of the Project all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations, and a legal description.

3.5 Approvals and Easements:

The City shall pay for necessary approvals, properties, easements, assessments and charges required for the construction, use or acceptance of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The City shall furnish such legal services as may be necessary for providing the items set forth in Article 3, Section 3.5, and such auditing services as it may require.

3.7 Construction Documents:

The Construction Manager will be furnished a reproducible set of all copies of the Construction Documents reasonably necessary and ready for printing.

3.8 Cost of Surveys & Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the City's expense. Construction Manager shall rely upon the accuracy and completeness thereof as noted in the various reports and surveys. Additional reports or surveys deemed to be necessary by the Construction Manager shall be obtained by the Construction Manager.

3.9 Project Fault Defects:

If the City becomes aware of any fault or defect in the Project or non-conformance with the Construction Documents, the City shall give prompt written notice thereof to the Construction Manager and Architect/Engineer.

3.10 Funding:

The City shall furnish, in accordance with the established Master Program Schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence performance of any Services, unless authorized in writing by the City.

3.11 Permitting & Code Inspections:

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The City and Construction Manager shall coordinate with the appropriate permitting authorities.

ARTICLE 4

CONTRACT TIME

4.1 The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Final Completion of the Work is referred to hereafter as the "Contract Time". With respect to the Construction Phase Services, the "Construction Phase Commencement Date" shall be established in the GMP Addendum. No portion of the Work, with respect to the Construction Phase Services, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by the City in writing. The GMP Addendum shall also include the date that portion of the Work associated with the Construction Phase Services must be substantially completed by Construction Manager. The "Substantial Completion" date shall be established in terms of calendar days after the Construction Phase Commencement Date. Unless noted otherwise, the Final Completion Date is 30 (thirty) days after Substantial Completion. In the event Construction Manager and City fail to reach an agreement on the Contract Time, City may elect to terminate this Agreement. In the event of any such termination, Construction Manager shall be entitled to receive that portion of the Contract Amount attributable to the Pre Construction Phase Services earned to the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by City; but Construction Manager shall not be entitled to any further or additional compensation from City, including, but not limited to, damages or lost profits on portions of the Work not performed.

4.2 Liquidated Damages. City and Construction Manager recognize that, since time is of the essence for this Agreement, City will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Addendum, as said time may be adjusted as provided for herein. In such event, the total amount of City's damages, will be difficult, if not impossible, to definitively ascertain and quantify, because this is a public construction project that will, when completed, benefit the public in the City of Kissimmee, Florida. It is hereby agreed that it is appropriate and fair that the City receive liquidated damages from Construction Manager, if Construction Manager fails to achieve Substantial Completion of the Work within the required Contract Time. Should Construction Manager fail to substantially complete the Work within the required time period, the City shall be entitled to assess, as liquidated damages, but not as a penalty, the amount specified in the GMP Addendum, for each calendar day thereafter until Substantial Completion is achieved. Construction Manager hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represent a fair and reasonable estimate of City's actual damages at the time of contracting if Construction Manager fails to substantially complete the Work in a timely manner.

ARTICLE 5

CONTRACT TIME EXTENSIONS

5.1 Should Construction Manager be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Construction

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Manager, and not due to its fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, utility work being performed within the Project limits, or by unusually severe weather conditions by comparison with the ten year Osceola City, Florida average not reasonably anticipatable, Construction Manager shall notify City's Representative and Architect/Engineer, in writing within seven (7) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Construction Manager may have had to request a Contract Time Extension. Contract Time Extension requests shall be evaluated through the Change Order process.

5.2 If Construction Manager encounters on the Project site any materials reasonably believed by Construction Manager to be petroleum, or petroleum related products, or other hazardous or toxic substances which have not been rendered harmless, Construction Manager immediately shall: (i) stop Work in the area affected, and (ii) report the condition to City's Representative in writing. If the Work is so stopped in excess of ten (10) days and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by the Construction Manager or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Contract Time and Construction Manager shall indemnify the City and hold City harmless for any costs incurred by the City with respect to such material.

5.3 NO DAMAGES FOR DELAY. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the City and Architect/Engineer may be responsible, in whole or in part, shall relieve Construction Manager of his duty to perform, or give rise to any right to damages or additional compensation from the City. Construction Manager's sole remedy, if any, against the City will be the right to seek an extension to the Contract Time and the payment of additional Costs of the Work and associated increase in the Construction Manager's Fee, as allowed pursuant to Article 6. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion. In no event shall the City be liable to Construction Manager, whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

ARTICLE 6

CONTRACT AMOUNT

6.1 In consideration of the full and faithful performance by the Construction Manager of the covenants in this Agreement, City agrees to pay, or cause to be paid, to Construction Manager the following amounts (hereinafter collectively referred to as "Contract Amount"), in accordance with the terms of this Agreement and with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit "K"**. The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

6.1.1 Pre-Construction Phase Services **-** For all Pre-Construction Phase Services enumerated in this Agreement, including, but not limited to, providing value engineering, reviewing documents for constructability, assisting and meeting with the City and the Design professionals, preparing cost estimates and schedules and

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preparing the GMP Proposal, Construction Manager shall receive the lump sum amount as specified in the Pre-Construction Services Addendum and in accordance with the payment schedule set forth in said Addendum.

6.1.2 Construction Phase Services – With respect to the Construction Phase Services to be provided by Construction Manager, City shall: 1) reimburse Construction Manager for the Cost of the Work; and 2) pay the Construction Manager a Construction Manager's Fee to be negotiated as part of the GMP Addendum process.

6.1.2.1 Construction Manager's Fee: The Construction Manager's Fee shall be Construction Manager's total compensation for the Construction Manager's profit on the Cost of the Work, as defined below. Construction Manager agrees to provide City with a GMP Proposal for the total sum of the Construction Manager's Fee, plus the Cost of the Work, plus the Construction Manager's Contingency, after the Construction Manager determines the Construction Documents are sufficiently complete.

6.1.2.2 The GMP Proposal shall be based upon actual subcontractor cost proposals with the various subcontractors. Further, the proposal shall be broken down into the categories and level of detail required by City's Representative. Construction Manager agrees that all its books, records and files, with respect to its development of the GMP Proposal, shall be open to City for review and copying. The final GMP Proposal shall be mutually agreed upon by City and Construction Manager and shall be set forth in the GMP Addendum (**Exhibit "C"**). The GMP Addendum shall further identify the drawings, specifications (Schedule 1 of the GMP Addendum) and other descriptive documents (Schedule 4 of the GMP Addendum) upon which the GMP is based. The Construction Manager guarantees that in no event shall the sum of the Construction Manager's Fee, the total Cost of the Work, and the Construction Manager's Contingency exceed the GMP. The Construction Manager acknowledges multiple GMP Addendums may be required for the portions of the Project to support the Project phasing and schedule.

6.1.2.3 The amount to be paid for Construction Manager's Fee shall be stated in the GMP Addendum. The Construction Manager's Fee shall be paid proportionally to the ratio of the Cost of the Work completed. The balance of the Construction Manager's Fee shall be paid at Final Completion. If construction is authorized for a portion of the Project, the Construction Manager's Fee shall be paid proportionally to the amount of the Work authorized by the City.

6.1.2.4 In the event Construction Manager and City fail to reach an agreement on the GMP, the City may elect to terminate this Agreement. In the event of any such termination, Construction Manager shall be entitled to receive that portion of the Contract Amount attributable to the completed Pre Construction Phase Services; but Construction Manager shall not be entitled to any further additional compensation from City, including but not limited to damages or lost profits on portions of the Work not performed. Construction Manager may be required to continue to provide all other agreed upon Pre Construction services.

6.1.2.5 The Construction Manager will not be due any increases in the Construction Manager's Fee on increases in the GMP value that do not exceed a cumulative total of a specified amount which shall be stated as a "nominal overage" in the GMP Addendum. Should the GMP value be increased by

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more than such nominal overage amount under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Construction Manager's Fee will be (5) five percent of that portion of the accumulative increases in the GMP value that exceed the GMP value by more than such nominal overage amount.

6.1.3 Cost of the Work. The Phrase "Cost of the Work" shall mean all costs necessarily and reasonably incurred by Construction Manager in the proper performance of the Construction Phase Services portion of the Services. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of City only after Construction Manager has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection 6.1.3:

6.1.3.1 Construction Phase Costs: The following items constitute the elements that can be included in the Construction Phase Cost calculations.

6.1.3.1.1 Wages of construction workers directly employed by Construction Manager to perform the construction of the Work at the Project site or, with City's written agreement, at off-site workshops;

6.1.3.1.2 Wages of Construction Manager's supervisory, technical and administrative personnel who are stationed at the Project site as specified in Schedule 1 to the proposed GMP;

6.1.3.1.3 Wages of Construction Manager's supervisory and administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only with City's written agreement;

6.1.3.1.4 Wages of Construction Manager's supervisory, technical, and administrative personnel when assigned to this Project and specifically working on this Project in the Construction Manager's administrative or home office, as specified in Schedule 1 to the proposed GMP ;

6.1.3.1.5 Payments made by Construction Manager to subcontractors in accordance with the requirements of the applicable written subcontracts;

6.1.3.1.6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents;

6.1.3.1.7 Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof;

6.1.3.1.8 Minor expenses at the site, such as internet, long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost.

6.1.3.2 Subcontract and Material Costs. All Subcontractor Costs will be documented and signed by Subcontractor invoices and all material costs will be documented by copies of invoices. Subcontract and Material Costs may also be referred to as

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"Reimbursable Costs". All requests for payment of expenses eligible for reimbursement under the terms of this Agreement, unless otherwise specifically stated herein, shall be reimbursed per the City's Reimbursable Schedule that is attached hereto as **Exhibit "J"** and made a part of this Agreement. Reimbursable Costs shall include:

6.1.3.2.1 Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area;

6.1.3.2.2 Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of a specified percentage, to be stated in the GMP Addendum of the final Contract Amount, adjusted to include any previously deducted City Direct Purchase amounts, and Construction Manager bonds will be cost at a fixed rate of a specified percentage, to be stated in the GMP Addendum. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. **There shall be no Construction Phase Fee on this item**;

6.1.3.2.3 Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles, provided they have resulted from causes other than the negligent misconduct of Construction Manager;

6.1.3.2.4 Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable;

6.1.3.2.5 The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship, or other causes due to the negligence of the Construction Manager or his subcontractors or suppliers. No costs shall be paid by the City to the Construction Manager for any expenses made necessary to correct defective workmanship, or to correct any work not in conformance with the Plans and Specifications, or to correct any deficiency or damage caused by negligent acts by the Construction Manager;

6.1.3.2.6 Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of Subcontractors, except in the case of a Subcontractor's default;

6.1.3.2.7 Costs for trash and debris control and removal from the site;

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6.1.3.2.8 Costs incurred due to an emergency affecting the safety of persons and property;

6.1.3.2.9 Legal costs reasonably and properly resulting from prosecution of the Project for the City, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations: 1) The City approved, in writing, incurring such costs in advance, which approval shall be in the City's sole discretion; and 2) the legal costs were not incurred as result of the Construction Manager's own negligence or default. This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders, or in enforcing the obligations of this Agreement;

6.1.3.2.10 Transportation outside of Osceola City for those personnel employed directly for the project, not including relocation expenses. Such transportation must be extraordinary and be approved in advance by the City's Representative, and will be in accordance with the Construction Manager's standard personnel policy;

6.1.3.2.11 Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the project;

6.1.3.2.12 Costs for watchman and security services for the project, if necessary;

6.1.3.2.13 Costs for efficient logistical control of the Project, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space;

6.1.3.2.14 Costs for such temporary facilities and temporary protection during construction, as approved by the City, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software;

6.1.3.2.15 Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Work;

6.1.3.2.16 Costs, including transportation, installation, maintenance, dismantling and removal or materials, supplies, temporary facilities (including Project field offices, furniture and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by Construction Manager;

6.1.3.2.17 Rental charges, at standard industry rates for the area, for temporary facilities, machinery, vehicles, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site, whether rented from Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal

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thereof. Rates and quantities of all equipment rented, whether from Construction Manager or others, shall be subject to the prior written approval of City's Representative;

6.1.3.2.18 Costs, fees and assessments for the building permit and for other permits, licenses and inspections for which Construction Manager is required by the Contract Documents to pay;

6.1.3.2.19 Cost of Public Information Programs or other neighborhood functions hosted by Construction Manager at the direction of City's Representative;

6.1.3.2.20 Costs of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of this Agreement;

6.1.3.2.21 Cost of documentation, inspection and testing as required for the preparation of the Final Estimate and implementation of the FDOT Contractor Quality Control process;

6.1.3.3 Costs Not To Be Reimbursed. The Cost of the Work shall not include the following items: Except as provided in Article 6, Section 6.1.3.1:

6.1.3.3.1 Temporary living and travel expenses of employees who are not relocated, but are assigned to the Project;

6.1.3.3.2 Except as provided in the Fringe Benefits rate included in Article 6, Section 6.1.3.1.4, expenses of Construction Manager's principal office and offices other than the Project site office;

6.1.3.3.3 Overhead and general expenses, except as may be expressly included in Article 6, Section 6.1.3.1 and 6.1.3.2;

6.1.3.3.4 Construction Manager's capital expenses, including interest on Construction Manager's capital employed for the Work;

6.1.3.3.5 Rental costs of machinery and equipment, except as specifically provided in Article 6, Section 6.1.3.2.1;

6.1.3.3.6 Except as expressly provided in Article 6, Section 6.1.3.2.5, costs due to the negligence of Construction Manager, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied;

6.1.3.3.7 Any costs not specifically and expressly described in Article 6, Section 6.1.3.1 and 6.1.3.2 above;

6.1.3.3.8 Construction Manager is responsible, without reimbursement from City, for re-inspection fees and costs; to the extent such re-inspections are due to the negligence of the Construction Manager;

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6.1.3.4 Adjustments in Construction Phase Costs: For changes in the Project as provided in Article 7, the Construction Phase Costs shall be adjusted as follows:

6.1.3.4.1 The Construction Manager shall be paid an additional amount, subject to negotiation, if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss, excluding any condition that may have been caused from negligent acts by the Construction Manager.

6.1.3.4.2 Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs or Construction Manager's Fee paid to the Construction Manager, unless such delays are as defined in Article 7.

6.1.4 City's Allowance: The GMP Addendum shall include the City's Owner Allowance, which permits the City to authorize the Construction Manager to perform work which may not have been specifically addressed in the original contract documents, but which the City deems necessary for the project. The City's Allowance is also intended to protect against price increases between the GMP Addendum and the completion of the 100% Construction Documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction, and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the City's Allowance prior to the release of funds by the City. Documentation for use of the City's Allowance shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. The Architect/Engineer shall verify the actual costs. The maximum dollar amount of permitted Allowance Work shall be 5% of the GMP or $250,000, whichever is less. The City Manager or his designee can approve the use of the City's Allowance up to $50,000 per occurrence. When allowance funds are utilized for changes and/or additions to the work, the CM shall submit a written request to the City's Representative, in the same manner as a change order request. The City's Representative shall prepare an Allowance Authorization Release, in form attached here to as **Exhibit "I"** to this Agreement.

The GMP Addendum may, at the City's discretion, also contain allowance time, not to exceed fifteen (15) percent of the total amount of time allotted for the work. This time shall be used for any unforeseen changes to the work which may cause the time to be extended and will be granted via an Allowance Authorization Release, approved by the City Manager or his designee.

6.1.4.1 Following the full execution of the GMP Addendum, at a point mutually agreed upon between the City's Representative and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds may be taken from the City's Allowance. If the net amount of the buyout results in a savings, the savings will be assigned to the City's Buyout Allowance.

6.1.5 The City's Buyout Allowance shall be created by savings generated by the subcontractor buyout, unused contingency funds, and also by reductions in scope that otherwise could reduce the GMP. The intent of this City's Buyout Allowance is to allow funds already approved within the GMP Addendum to remain and be used at the City's discretion for scope issues that may become required and/or desired during the course of the project. Authorizations up to $50,000, for the use of the

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City's Buyout Allowance, will be granted by the City Manager, or his designee. Authorizations for more than $50,000 will be required to be obtained from the Board. The City's Representative shall prepare an Allowance Authorization Release, in form attached here to as **Exhibit "N"** to this Agreement.

ARTICLE 7

CHANGE IN THE PROJECT

7.1 Change Orders:

7.1.1 City shall have the right, at any time during the progress of the Work, to increase or decrease the Work. Promptly after being notified of a change, but in no event more than 14 days after its receipt of such notification (unless City's Representative has agreed in writing to a longer period of time), Construction Manager shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by the Architect/Engineer, no addition or changes to the Work shall be made except upon written order of City, and City shall not be liable to Construction Manager for any increased compensation or adjustment to the Contract Time without such written order.

7.1.2 A Change Order, in form attached here to as **Exhibit "H"** to this Agreement, shall be prepared by City's Representative, reviewed by Architect/Engineer and Construction Manager, and executed promptly by the parties after an agreement is reached between Construction Manager and City, concerning the requested changes. Construction Manager shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as City and Construction Manager shall mutually agree.

7.1.3 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of any unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably would not have been discovered by Construction Manager as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Construction Manager shall provide City's Representative with prompt written notice thereof before conditions are disturbed and in no event later than 48 hours after first observance of such conditions. City's Representative and Architect/Engineer shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Construction Manager's cost of, or time required for, performance of any part of the Work, City will acknowledge and agree to an equitable adjustment to the Contract Amount or Contract Time, or both, for such Work. If City's Representative determines that the conditions at the site are not materially different from those indicated in the Contract Document or not of an unusual nature or should have been discovered by Construction Manager as part of its investigative services, and that no change in the terms of the Contract is justified, City shall so notify Construction Manager in writing, stating its reasons. Claims by Construction Manager in opposition to such determination by City must be made within 48 hours after Construction Manager's receipt of the written determination of City's Representative. If City's Representative and Construction Manager cannot

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agree on an adjustment to the Contract Amount or Contract Time, the parties shall comply with the dispute resolution procedure set forth in the Contract Documents.

7.1.4 The increase or decrease in the GMP as set forth in the GMP Addendum resulting from a change in the Project shall be determined in one or more of the following ways: 1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect/Engineer and City's Representative, or 2) by unit prices stated in the Agreement or subsequently agreed upon.

7.1.5 If none of the methods set forth in Article 7, Section 7.1.4 is agreed upon, the Construction Manager, provided he receives a written order signed by the City, shall promptly proceed with the Work involved. The increase or decrease in the GMP shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate, without prior written approval by the City's Representative. In such case, and also under Article 7, Section 7.1.4 above, the Construction Manager shall keep and present, in such form as the City's Representative may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Work as outlined in Article 6., Section 6.1.3.2 .

7.1.6 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the City or the Construction Manager, the applicable unit prices and GMP shall be equitably adjusted.

7.1.7 In the event the Construction Manager encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop Work in the area affected and report the condition to the City in writing. City shall thereafter, as soon as reasonably possible, conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste, or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the City to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith. The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

7.1.8 The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to the changes clause herein.

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7.1.9 *Intentionally omitted*.

7.1.10 Claims for Additional Cost or Time: All claims for additional cost or time, in excess of what is addressed in Article 6.1.4, shall be made by request for a Change Order submitted as provided in this Article. The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the Work by any act or neglect of the City or the Architect/Engineer or of any employee of either or by any separate Construction Manager employed by the City or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the City pending resolution of disputes, and such delay extends the completion date, then the dates for completion may be equitably adjusted. Only delays, which are determined to extend the critical path of the schedule for constructing the project, will result in a time extension.

7.1.11 Minor Changes in the Project: The City will have authority to order minor changes in the Project not involving an adjustment in the Contract Amount or Contract Time and not inconsistent with the intent of the Construction Documents. Such changes shall be effected in writing. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. Changes shall be approved by the City and Architect/Engineer.

7.1.12 Emergencies: In any emergency affecting the safety of persons or property, the Construction Manager shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the GMP or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided herein. Construction Manager shall take immediate action to prevent injury to any person or damage to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project Site. If conditions are such that it is safe to return to the Project site, Construction Manager shall give Architect/Engineer written notice within 48 hours after the occurrence of the emergency, if Construction Manager believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Construction Manager fails to provide the 48 hour written notice noted above, Construction Manager shall be deemed to have waived any right it otherwise may have had to seek and adjustment to the Contract Amount or an extension to the Contract Time. Construction Manager is obligated to promptly report in writing to City all accidents relating to the Work that result in any personal injury or property damage.

ARTICLE 8

PAYMENTS TO THE CONSTRUCTION MANAGER

8.1 Progress Payments for Construction Phase Services

8.1.1 Construction Manager's monthly Applications for Payment shall be in a form, as shown in **Exhibit "F"**, and shall contain such detail and backup as City reasonably may require. Such detail and backup shall include documentation of actual payments made.

SAMPLE

8.1.2 At the time it submits its GMP Proposal to City, Construction Manager shall submit to City's Representative and Architect/Engineer, for their review, a Schedule of Values based upon the GMP Proposal. The Schedule of Values will be based on the major items of work. The Schedule of Values will be structured so that the costs of the major items of work can be allocated to the various elements of work. The Schedule of Values shall be updated for the current month Change Orders and submitted each month to Architect/Engineer along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit "F"**.

8.1.3 If the payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at an approved location off site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that City has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which shall be subject to City's satisfaction.

8.1.4 Construction Manager shall submit a notarized original of its monthly Application for Payment to City's Representative, or Architect/Engineer, as directed by the City's Representative, on a monthly basis, on or before the 25th of each month. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Within seven calendar days after receipt of each Application for Payment, Architect/Engineer shall submit to City's Representative, a certification of the Application for Payment in the amount recommended by Architect/Engineer as being due and owing Construction Manager. Upon approval by City's Representative, payment shall be made to Construction Manager in accordance with the Florida Prompt Payment Act Statute 218.735. As a condition to the application for the monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within 30 days after receipt of information that a change to the Construction Documents has occurred.

8.1.5 Ten percent (10%) retainage shall be held on all payments until the Construction Phase is 50% complete, except when approved by the City, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. After 50% completion, the amount of retainage shall be reduced from 10% to 5%, in accordance with Section 255.078, Florida Statutes. Retainage shall not be withheld on services or fees set forth in Article 6, Section 6.1.2 and 6.1.3.

8.1.6 Monthly payments to Construction Manager shall in no way imply approval or acceptance of Construction Manager's work.

8.1.7 Each Application for Payment shall be accompanied by a Release and Affidavit showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full through the previous month's Application for Payment. City shall not be required to make payment until and unless these affidavits are furnished by Construction Manager. Further, if Construction Manager is withholding any portion of a payment to any subcontractor for any labor, services, or materials for which City has paid Construction Manager, Construction Manager agrees to refund such money to City.

8.2 Payments Withheld

SAMPLE

Architect/Engineer shall review each Application for Payment submitted by Construction Manager and shall make recommendations to City's Representative as to the proper amounts, if any, which may be owed Construction Manager under the Application for Payment. Both Architect/Engineer and City's Representative shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Construction Manager in an Application for Payment, and City's Representative may withhold any payments otherwise due Construction Manager under this Agreement, to the extent it is reasonably necessary, to protect City from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against City attributable to the negligence of Construction Manager; (c) Construction Manager's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Construction Manager's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Construction Manager. City shall have the right, but not the obligation, to take any corrective action City deems appropriate to cure any of the above noted items, at the Construction Manager's expense, if Construction Manager has not started with a cure, to the City's reasonable satisfaction, of any of the above noted items within five working days after Construction Manager's receipt of written notice from City.

8.3 Final Payment.

City shall make final payment to Construction Manager provided the Work is finally accepted by City in accordance with Article 2, Section 2.5.2, and provided that Construction Manager first, and as an explicit condition precedent to the accrual of Construction Manager's right to final payment, shall have furnished City with a properly executed and notarized final release (conditioned only upon receipt of final payment) in the form of the Release and Affidavit attached to the Agreement as **Exhibit "E"**, as well as a duly executed copy of the surety's consent to final payment and such other documentation that may be required by the Contract Documents or City. Construction Manager's acceptance of final payment shall constitute a full waiver of any and all claims by Construction Manager against City arising out of this Contract or otherwise relating to the Project, except those identified in writing by Construction Manager as unsettled in the final Application for Payment. Neither the acceptance of the Work nor the payment by City shall be deemed to be a waiver of City's right to enforce any obligations of Construction Manager hereunder or to the recovery of damages for defective Work not discovered by City's Representative or Architect/Engineer at the time of final inspection. The Project will be considered complete when all Work has been completed and accepted by the Board of City Commissioners. The Construction Manager will then be released from further obligation except as set forth in Section 2.6 Warranty.

ARTICLE 9

INSURANCE, WAIVER OF SUBROGATION, AND INDEMNITY

9.1 Construction Manager's Insurance:

9.1.1 The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City, nor shall the Construction Manager allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All

SAMPLE

insurance policies shall be with insurers qualified and doing business in Florida with an A.M. Best & Company rating of no less than A. The insurance company must have a current A.M. Best & Company financial rating of Class VIII or higher. The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The insurance company must have been in such insurance business continuously for not less than 5 years prior to the date of the execution of this Agreement.

9.1.2 Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the City, for the protection of employees not otherwise protected. Employers' liability shall be set at $1,000,000/1,000,000/1,000,000.

9.1.3 Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

9.1.3.1 Construction Manager's Comprehensive General, $1,000,000 Each ($2,000,000 aggregate) Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit

9.1.3.2 Automobile Liability Coverages, $1,000,000 Each Bodily Injury & Property Damage Occurrence, Combined Single Limit

9.1.3.3 Excess Liability, Umbrella Form $2,000,000 Each Occurrence, Combined Single Limit

9.1.3.4 Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis. There shall not be an EFIS Exclusion Endorsement on any general liability policy. The Products and Completed operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the City.

9.1.4 Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

9.1.5 *Intentionally omitted.*

9.1.6 "XCU" (Explosion, Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

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9.1.7 Broad Form Property Damage Coverage, Products & Completed Operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.

9.1.8 Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

9.1.9 Certificate of Insurance - The City shall be furnished proof of coverage of Insurance as follows:

9.1.9.1 Certificate of Insurance form will be furnished to the City. These shall be completed and signed by an authorized Resident Agent. This Certificate shall be dated and show: the name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date. Such Certificates of Insurance shall be updated within five (5) business days of the expiration of or material change to any insurance evidenced on the Certificate of Insurance.

9.1.9.2 Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverages required in this Section.

9.1.9.3 City of Kissimmee, a municipal corporation of the State of Florida, is to be named as an Additional Insured under all policies except for Worker's Comp.

9.1.9.4 The insurance evidenced by the certificate shall be primary and non-contributory to any other insurance of the certificate holder.

9.1.9.5 The Notice to Proceed will not be given until the Construction Manager has obtained all the insurance and Bonds required by the Contract Documents and such insurance has been approved by the City.

9.1.10 The Construction Manager shall not be required to provide Builder's Risk or Architects' and Engineers' Professional Liability Insurance unless specifically requested by the City. The City has Builder's Risk coverage and will provide the Construction Manager with appropriate Certificate of Insurance upon request. The City's Builder's Risk policy does not insure the Construction Manager's tools, machinery or equipment that is stored at the Project site. The Construction Manager should provide insurance in the form of an equipment floater for the Construction Manager's tools and equipment and the City should be named as an additional insured on the Construction Manager's policy with an appropriate waiver of subrogation as to any claims the Construction Manager or the Construction Manager's insurer may have against the City arising from the storage of the Construction Manager's tools and equipment. The Construction Manager shall be responsible for the first $5,000 of any claim against the City's Builder's Risk policy.

9.1.11 The Construction Manager shall not allow a subcontractor to work on the Project without the subcontractor carrying its own Workers Compensation and Liability insurance or the Construction Manager covering the subcontractor under its policies. This requirement is the same for each succeeding sub-tier contractor. The

SAMPLE

Construction Manager shall provide proof of such coverage to the City upon the City's request.

9.2 Waiver of Subrogation:

9.2.1 The Construction Manager shall ensure all insurance policies it maintains in fulfillment of its obligations under this Agreement shall contain a waiver of subrogation against the City, its officials, employees, agents and consultants. Waiver of subrogation will apply to the general liability and workers compensation policies. The City, a municipal corporation of the State of Florida, shall be named as an additional insured with respect to liability arising from all Services and work performed under this Agreement for automotive and general liability policies of insurance, and such policies should so state in the Certificate of Insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

9.2.2 The Construction Manager hereby waives all rights against the City for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

9.3 Indemnification of City

Construction Manager, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to City) protect and hold the City, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Construction Manager to comply with applicable laws, rules or regulations, (ii) the breach by Construction Manager of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Construction Manager's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Construction Manager, its professional associates, subcontractors, agents, and employees; provided, however, that Construction Manager shall not be obligated to defend or indemnify the City with respect to any such claims or damages arising out of the City's sole negligence. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the City, its agents, officials, and employees including alleged injury to the business or any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include, without limitation, the costs incurred by the City, its agents, officials and employees in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees, costs and expenses incurred by reason of the assertion of any such claim against the City, its agents, officials or employees. The Construction Manager expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Construction Manager, shall in no way limit the Construction Manager's responsibility to release, indemnify, keep and save harmless and defend the City as herein provided. The intention of the parties is to apply and construe broadly in favor of the City the foregoing provisions subject to the limitations, if any, set forth in the Florida Statutes. The Construction Manager shall obtain an endorsement or other affirmative coverage from its insurance policies required by this Agreement insuring the Construction Manager's contractual obligations under this Section. The obligations imposed by this Section shall survive the expiration or earlier termination of this Agreement.

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ARTICLE 10

TERMINATION OF THE AGREEMENT AND THE CITY'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

10.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the City's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the City, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

10.2 City's Right to Perform Construction Manager's Obligations and Termination by City for Cause:

10.2.1 If the Construction Manager fails to perform any of his obligations under this Agreement, including any obligation he assumes to perform work with his own forces, the City may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the City of making good such deficiencies and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.

10.2.2 The City may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient if: the Construction Manager is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of a material provision of the Agreement. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished, nor shall he be relieved from his obligations assumed under Article 6. Reasonable terminal expenses incurred by the City may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

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10.2.3 The City may terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the project by whatever method he may deem expedient, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to allow access to the City. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall he be relieved from his obligations assumed under Article 7. Reasonable termination expenses incurred by the City may be deducted from any payments left owing the Construction Manager (excluding moneys owed to the Construction Manager for subcontract work).

10.3 Termination by City Without Cause:

10.3.1 The City may, at any time, terminate this Agreement for the City's convenience and without cause.

10.3.2 Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

10.3.2.1 Cease operations as directed by the City in the notice;

10.3.2.2 Take actions necessary, or that the City may direct, for the protection and preservation of the Work; and

10.3.2.3 Terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for Work directed to be performed prior to the effective date of termination stated in the notice.

10.4 In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable fee, as defined in Article 6, overhead and profit on the Work performed.

ARTICLE 11

ASSIGNMENT AND GOVERNING LAW

11.1 Neither the City nor the Construction Manager shall assign his interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

11.2 This Agreement shall be governed by the Laws of the State of Florida. Venue shall be as specified in Section 13.2.3. The parties waive all rights to trial by jury.

ARTICLE 12

NOTICE OF CLAIM: WAIVER OF REMEDIES

12.1 The City's liability to the Construction Manager for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the City of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions, subject to Section 13.4 herein:

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12.1.1 All claims must be submitted as a Request for Change Order in the manner as provided herein;

12.1.2 The Construction Manager must submit a Notice of Claim to City within 20 days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and

12.1.3 Within 10 days of submitting its Notice of Claim, the Construction Manager shall submit to the City its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected. The Construction Manager agrees that the City shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the City is prejudiced by the failure of the Construction Manager to give notice.

12.2 After receipt of a Request for Change Order, the City, in consultation with the Engineer, shall deliver to the Construction Manager its written determination of the claim.

12.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 6, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the City or the Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 12.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus 5% for profit. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in such work, and eliminate any other remedies for claim, for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 13

MISCELLANEOUS

13.1 Harmony:

The Construction Manager is advised and hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and his Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

The Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

13.2 Dispute Resolution:

13.2.1 All claims, disputes and other matters in question (hereinafter referred to as a "Controversy") between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually

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agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

13.2.2 Should either the City or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement between said parties, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

13.2.3 Any litigation between the City and Construction Manager (which term for the purposes of this subparagraph shall include the Construction Manager's surety), whether arising out of any claim as described in Article 12, or Controversy arising out of this Agreement or any breach thereof, shall be brought, maintained, and pursued only in the State of Florida's Ninth Judicial Circuit in and for Osceola County, Florida or in the United State District Court, Middle District of Florida in Orange County, Florida. Construction Manager consents and submits to the jurisdiction of such courts and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

13.3 Construction Manager's Project Records and City's Auditing Rights

The Construction Manager's Project Records shall be maintained as prescribed hereinabove for the minimum period required by State and Federal Law, and shall be made available to the City or his authorized representative at mutually convenient times.

Construction Manager shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of 3 years from the date of termination of this Agreement or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Manager shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. City, and any duly authorized agents or representatives of City, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by City. Further, City, and any duly authorized agents or representatives of the City, including, without limitation, the Department of Inspector General of the Clerk of the Circuit Court and City Comptroller, shall have the right to audit, inspect and copy all of Construction Manager's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Manager shall cooperate in any audit, inspection, or copying of the documents.

If at any time, the City, or its duly authorized agents or representatives, conducts such an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged City, Construction Manager shall pay to City the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Audit Amount is equal to or greater than $10,000.00, which is defined as the total aggregate of City's reasonable audit costs incurred as a result of its audit of Construction Manager, City may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and City. If such amounts owed Construction Manager are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to City within 30 business days of its receipt of City's invoice for such remaining

SAMPLE

amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

This Article, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Agreement.

13.4 **LIMITATION OF LIABILITY**

IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONSTRUCTION MANAGER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

13.5 Cleanup and Protections

Construction Manager agrees to keep the Project Site clean at all times of debris, rubbish and waste materials arising out of the Work. If Construction Manager fails to keep the Project Site clean, City has the right, after providing a 24 hour written notice, to perform any required clean up and to backcharge the Construction Manager for the costs of such clean up. At the completion of the Work, Construction Manager shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project Site clean and ready for occupancy by City.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Construction Manager from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Construction Manager to condition at least equal to that existing at the time of Construction Manager's commencement of the Work.

13.6 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Construction Manager's performance of the Services pursuant to this Agreement shall become the property of the City after payment is made to the Construction Manager for such instruments or documents.

13.7 No Contingent Fees

The Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.8 Sovereign Immunity

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Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 768.28 Florida Statutes. Except for the enforcement of the express provisions of this Agreement, which may only be enforced by the expressly identified parties to the Agreement, the City of Kissimmee shall have an maintain all rights, privileges, and immunities of sovereign immunity, including, but not limited to those at common law, and those rights and limitations of liability set out in section 768.28 Florida Statutes."

13.9 Public Entity Crimes

The Construction Manager understands and acknowledges that this Agreement will be voidable by the City in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Construction Manager.

13.10 Non-Discrimination

The Construction Manager warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

13.11 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. No modification, amendment or alteration in the terms or conditions contained herein, unless otherwise stated herein, shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the City.

13.12 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Construction Manager (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Construction Manager is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Construction Manager shall not pledge the City's credit or make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Construction Manager shall have no right to speak for or bind the City in any manner.

13.13 E-Verify

In accordance with, §448.095, Florida Statutes, CONSTRUCTION MANAGER 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 Contract and shall expressly require any sub-contractors performing work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the

SAMPLE

employment eligibility of all new employees hired by the sub- CONSTRUCTION MANAGER during the term of this Contract. If DEVELOPER enters into a contract with a sub-developer performing work or providing services on its behalf, CONSTRUCTION MANAGER shall also require the sub-DEVELOPER to provide an affidavit stating that the sub-developer does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.
CONSTRUCTION MANAGER shall, upon request, provide evidence of compliance with this provision to CITY. Failure to comply with this provision is a material breach of the Agreement, and CITY may choose to terminate the Agreement at any time at its sole discretion. CONSTRUCTION MANAGER may be liable for all costs associated with CITY securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

CONSTRUCTION MANAGER, by virtue of acceptance of this Agreement certifies that:

a. CONSTRUCTION MANAGER and its sub-contractors are aware of the requirements of Florida Statutes § 448.095, and upon request from CITY, provide evidence of such compliance.
b. CONSTRUCTION MANAGER and its sub-contractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
c. CONSTRUCTION MANAGER will not enter into a contract with any sub-contractor unless each party to the contract registers with and uses the E-Verify system.
d. Sub-contractor will provide CONSTRUCTION MANAGER with an affidavit stating that sub-contractor does not employ, contract with, or subcontract with unauthorized alien.
e. CONSTRUCTION MANAGER must maintain a copy of such affidavit.
f. CITY may terminate this Contract on the good faith belief that CONSTRUCTION MANAGER or its sub-contractors knowingly violated Florida Statutes §§ 448.09(1) or 448.095(2)(c).
g. If this Contract is terminated pursuant to Florida Statute §448.095(2)(c), CONSTRUCTION MANAGER may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
h. CONSTRUCTION MANAGER is liable for any additional cost incurred by CITY as a result of the termination of this Contract.

13.14 Public Records

CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall keep and maintain public records required by the City to perform the service.

If the CONSTRUCTION MANAGER **has questions regarding the application of Chapter 119, Florida Statutes, to the** CONSTRUCTION MANAGER**'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 CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the

SAMPLE

City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

b. The CONSTRUCTION MANAGER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSTRUCTION MANAGER does not transfer the records to the City.
c. Upon completion of the contract, the CONSTRUCTION MANAGER shall transfer, at no cost, to the City all public records in possession of the CONSTRUCTION MANAGER or keep and maintain public records required by the City to perform the service. If the CONSTRUCTION MANAGER transfers all public records to the City upon completion of the Contract, the CONSTRUCTION MANAGER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSTRUCTION MANAGER keeps and maintains public records upon completion of the Contract, the CONSTRUCTION MANAGER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
d. Upon notice to the CONSTRUCTION MANAGER of a request to inspect or copy public records relating to a City's contract for services, the CONSTRUCTION MANAGER shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
e. If the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

13.15 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 CONSTRUCTION MANAGER, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

13.16 Antitrust Violator 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 CONSTRUCTION MANAGER, supplier, sub-contractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

13.17 Human Trafficking

SAMPLE

CONSTRUCTION MANAGER shall provide CITY with an affidavit signed by an officer or representative of DEVELOPER attesting, under penalty of perjury, that CONSTRUCTION MANAGER does not use coercion for labor or services as defined by section 787.06, Florida Statute.

13.18 Scrutinized Vendor List

By acceptance of this Agreement, CONSTRUCTION MANAGER certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §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 §287.135, Florida Statutes. If CITY determines, using credible information available to the public, that DEVELOPER has submitted a false certification, CITY shall provide CONSTRUCTION MANAGER with written notice of its determination. CONSTRUCTION MANAGER shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONSTRUCTION MANAGER does not make such demonstration within ninety (90) days after receipt of the notice, CITY shall bring a civil action against CONSTRUCTION MANAGER. If a civil action is brought and the court determines that CONSTRUCTION MANAGER has submitted a false certification, CONSTRUCTION MANAGER shall pay a civil penalty equal to the greater of two million ($2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONSTRUCTION MANAGER will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date CITY determined that CONSTRUCTION MANAGER submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

13.19 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Construction Manager shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Construction Manager.

13.20 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 13.15. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For City:

City of Kissimmee Public Works & Engineering Director
101 Church Street

SAMPLE

Kissimmee, Florida, 34741
Attention: Public Works & Engineering Director

For Construction Manager:

13.21 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

13.22 Annual Appropriations

Construction Manager acknowledges that during any fiscal year the City shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the City may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The City may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the City agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the City's performance and obligation to pay the Construction Manager under this Agreement is contingent upon annual appropriations being made for that purpose.

13.23 Unauthorized Alien(s)

The Construction Manager shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the City's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the City, the Construction Manager shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

13.24 Construction Manager Representations - The Construction Manager hereby represents and warrants the following to the City:

13.24.1 Construction Manager is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida;

13.24.2 Construction Manager's performance under this Agreement will not violate or breach any contract or agreement to which the Construction Manager is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation;

SAMPLE

13.24.3 Construction Manager has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms;

13.24.4 Construction Manager now has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner;

13.24.5 Construction Manager has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement;

13.24.6 Construction Manager has the personnel and experience necessary to perform all Services in a professional and workmanlike manner;

13.24.7 Construction Manager shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances;

13.24.8 Construction Manager shall, at no additional cost to the City, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement;

13.24.9 Each individual executing this Agreement on behalf of the Construction Manager is authorized to do so.

13.25 Waiver

A waiver by either City or Construction Manager of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

ARTICLE 14
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

14.1 Direct Materials Acquisition by City - Supply Bonds:

14.1.1 Each Subcontractor shall include Florida State Tax and other applicable Sales Taxes for all material, supplies and equipment included in the Subcontractor's bid.

14.1.2 The City may, if not prohibited by Law, exercise a right to purchase directly various construction materials, supplies and equipment that may be part of the Subcontract. Any materials purchased by the City shall be referred to as "City Purchased Materials" and the responsibilities of both the City and the Construction Manager relating to such City Purchased Materials shall be governed by the terms and conditions of the "Sales Tax Exempt Purchasing Procedures for Public Projects", which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.

SAMPLE

14.1.3 The City will issue its own Purchase Orders directly to the vendor. The City's Purchase Order shall contain or be accompanied by the City's Certificate of Entitlement and must include the City's name, address, and exemption number. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager, for prices negotiated by the Construction Manager or Subcontractor. The Construction Manager will provide all the necessary information for preparation of the purchase orders by the City and will coordinate the purchase of the materials in a timely manner so as not to negatively impact on the performance of the construction activity of the project.

14.1.4 The Subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the City shall not relieve the Subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the Subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning, and the management of all applicable warranties.

14.1.5 Notwithstanding the transfer of City Purchased Materials by the City to the Subcontractor's possession, the City shall retain title to any and all City Purchased Materials.

14.1.6 The Contractor shall maintain products liability insurance, which shall include City Purchased Materials, as required for the normal practice of general contracting.

14.1.7 The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the City and the Construction Manager. The premium cost for this supply bond shall be included in the sub-contractor’s cost. Verifying that a designated material supplier can furnish a supply bond (if required) will be the responsibility of the Subcontractor. City reserves the right to waive the requirement of providing a supply bond at the discretion of City.

14.1.8 If the State of Florida assesses any Sales Tax penalties and/or interest against the Construction Manager or any of its Subcontractors or Material Suppliers relating to the direct acquisition of materials and/or equipment by City as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by City to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

14.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

14.2.1 The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The City, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

14.2.2 Any equipment, materials or supplies directly purchased by the City that are included in the Subcontractor's contract shall be referred to as City Purchased

SAMPLE

Materials and the responsibilities of both the City/Public Entity and the Subcontractor relating to such City Purchased Materials shall be governed by the terms and conditions of these procedures.

14.2.3 Material suppliers shall be selected by the Subcontractor awarded the subcontract.

14.2.4 The Subcontractor has included the price for all construction materials plus applicable taxes in their bid. City purchasing of construction materials, if selected, will be administered on a deductive Change Order basis, the Subcontract amount shall be reduced by the net undiscounted amount of these Purchase Orders, plus all sales tax.

14.2.5 The Subcontractor shall provide the Construction Manager a list of all intended suppliers, vendors, and material men for consideration as City Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values and the Project schedule. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.

14.2.6 Upon request from Construction Manager, and in a timely manner, the Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the City and the Construction Manager, to specifically identify the materials, which City has, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:

A. the name, address, telephone number and contact person for the material supplier
B. manufacturer or brand, model or specification number of the item
C. quantity needed as estimated by Subcontractor
D. the price quoted by the supplier for the materials identified therein, including freight
E. any sales tax associated with such quote
F. delivery dates as established by Subcontractor

14.2.7 Subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors; i.e., warranties, retainage, etc. The Purchase Order Requisition Forms are to be submitted to the City's designated representative no less than seven (7) days prior to the need for ordering such City Purchased Materials, in order to provide sufficient time for City review and approval and to assure that such Directly Purchased Materials may be directly purchased by City and delivered to the Project site without any delay to the Project.

14.2.8 After receipt of the Purchase Order Requisition Form, the City’s Representative shall prepare Purchase Orders for equipment, materials or supplies which the City chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The City's Procurement Director or their designated representative shall be the approving authority for the City on Purchase Orders in conjunction with City Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the City Purchased Materials on the delivery date provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The City's

SAMPLE

Purchase Orders shall contain or be accompanied by the City's Certificate of Entitlement and must include the City's name, address, and exemption number.

14.2.9 In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the City, through the Construction Manager, one or more deductive Change Orders, referencing the full value of all City-Purchased materials to be provided by each supplier from whom the City elected to purchase material directly, plus all sales tax savings associated with such materials in the Subcontractor's bid to the Construction Manager.

14.2.10 All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.

14.2.11 Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by the City in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the City due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor shall provide all services required for the unloading, handling and storage of materials through installation. The Subcontractor agrees to indemnify and hold harmless the City from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor.

14.2.12 As City Purchased Materials are delivered to the jobsite, the Subcontractor and the Construction Manager, as City's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Subcontractor shall assure that each delivery of City Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the City or Construction Manager may require. The Construction Manager, as City's Representative, shall verify in writing to the City the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the City through the Construction Manager for payment. The invoice shall be thereupon furnished to the City for processing and payment in the manner as all other City invoices are processed. The City shall have the right to assign City personnel to verify and audit the accuracy of all City Purchased Material documents.

14.2.13 The Subcontractor shall ensure that City Purchased Materials conform to the Specifications and determine, prior to incorporation into the Work, if such materials are patently defective, whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Subcontractor discovers defective or nonconformities in the City Purchased Material upon such visual inspection, the Subcontractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the Vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the City, through the Construction Manager, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporates City Purchased Materials, the condition of which it either knew or

SAMPLE

should have known by performance of an inspection, the Subcontractor shall be responsible for all damages to the City resulting from the Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective, or nonconforming, the Subcontractor shall promptly take action to remedy the defect or nonconformance so as not to delay the work.

14.2.14 The Subcontractor shall maintain records of all City Purchased Materials it incorporates into the Work from the stock of City Purchased Materials in its possession. The Subcontractor shall account monthly to the City, through the Construction Manager, for any City Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials, which have been incorporated into the Work.

14.2.15 The Subcontractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.

14.2.16 Notwithstanding the transfer of City Purchased Materials by the City to the Subcontractor's possession, the City shall retain title to any and all City Purchased Materials.

14.2.17 The transfer of possession of City-Purchased Materials from the City to the Subcontractor shall constitute a bailment for mutual benefit of the City and the Subcontractor. The City shall be considered the bailor and the Subcontractor the bailee of the City Purchased Materials. City Purchased Materials shall be considered returned to the City for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. The Bailee shall have the duty to safeguard, store and protect all City Purchased Materials.

14.2.18 The City shall purchase and maintain insurance pursuant to the requirements set forth in the City and Construction Manager Agreement which shall be sufficient to protect against any loss of or damage to City Purchased equipment, materials or supplies. Such insurance shall cover the full value of any City Purchased Materials not yet incorporated into the Project from the time the City first takes title.

14.2.19 The City shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, City Purchased Materials.

14.2.20 On a monthly basis, the Subcontractor shall be required to review invoices submitted by all suppliers of City Purchased Materials delivered to the Project site during that month and either concur or object to the City's issuance of payment to the suppliers, based upon the Subcontractor's records of materials delivered to the site and any defects in such materials.

14.2.21 In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the City, through the Construction Manager, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the City. Upon receipt and verification of the appropriate documentation, the City shall

SAMPLE

prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Subcontractor agrees to assist the City to immediately obtain partial or final release of lien waivers as appropriate.

14.2.22 At the end of the Project, any refund for surplus materials returned to suppliers, plus applicable sales tax savings amount, shall be credited with an additive Change Order to the Subcontractor's agreement with the Construction Manager. Salvage materials shall be the property of the City and stored or removed from the site by the Subcontractor at the City's direction.

ARTICLE 15
INCORPORATION OF EXHIBITS

15.1 The following Exhibits, attached hereto, are hereby fully incorporated herein by this specific reference as if fully set forth in the body of this Agreement:

Exhibit "A"	**-**	**RFP2025-009 and Construction Manager's Proposal**
Exhibit "B"	**-**	**Pre-Construction Services Addendum**
Exhibit "C"	**-**	**GMP Addendum**
Exhibit "D"	**-**	**Certificate of Substantial Completion**
Exhibit "E"	**-**	**Release and Affidavit**
Exhibit "F"	**-**	**Application for Payment Form**
Exhibit "G"	**-**	**Final Payment Request Checklist / Certificate of Final Completion**
Exhibit "H"	**-**	**Change Order**
Exhibit "I"	**-**	**Allowance Authorization Release**
Exhibit "J"	**-**	**Schedule of Reimbursable**
Exhibit "K"	**-**	**Hourly Rate Schedule**
Exhibit "L"	**-**	**Affidavit Certification Immigration Laws**
Exhibit "M"	**-**	**Public Construction Bond**
Exhibit "N"	**-**	**Buy-Out Allowance Authorization Release**
Exhibit "O"	**-**	**Human Trafficking Affidavit**

[SIGNATURE PAGE FOLLOWS]

SAMPLE

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

*Insert company name*_____

By:_____

Title: _____

Date:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by means of ☐ physical presence or ☐ online notarization, by _(*name of person*)_____ as _(type of authority)_ for _(name of party on behalf of whom instrument was executed)_, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____

CITY OF KISSIMMEE

By:_____

Date:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

SAMPLE

EXHIBIT "A"

RFP2025-009 and Construction Manager's Proposal

Fire Station

SAMPLE

EXHIBIT "B"

PRE-CONSTRUCTION SERVICES ADDENDUM

Fire Station

I. Construction Team Representatives

City .....City of Kissimmee

- Kissimmee City Commission
- City Manager
- Deputy City Manager
- Public Works & Engineering Director
- Public Works & Engineering Construction Project Manger

Architect/Engineer .....The Lunz Group.

- Bradley Lunz, President
- Michael Porter, Project Architect

Construction Manager.....ABCDEF Construction

- TBD, President
- TBD, Vice-President
- TBD, Sr. Project Manager
- TBD, Pre-Construction Manager
- TBD, Superintendent

II. Pre-Construction Phase Services

1. 100% Design Development Estimate

2. GMP Proposal Estimate

III. Omitted Services as previously included in Article 2 of the Agreement

1. .....2.1.4.1 – Estimate at completion of Schematic Design
2. .....(NOT SURE WHY THIS IS HERE)

IV. Revised Services as previously included in Article 2 of the Agreement

SAMPLE

V. Construction Manager's Staff Positions to be assigned to the Pre-Construction/Design Phases

Position	Name	Duration in Months	Percentage of Time Assigned
Vice President	tbd	x	x
Preconstruction Manager	tbd	x	x
Sr. Project Manager	tbd	x	x
Superintendent	tbd	x	x

SAMPLE

EXHIBIT "C"

GMP ADDENDUM
to
Agreement between City of Kissimmee and Construction Manager At Risk

Fire Station

Pursuant to the Master Services Agreement (the "Agreement") dated _____ between City of Kissimmee City Commission, a municipal corporation of the State of Florida (the "City") and _____ (the "Construction Manager"), with respect to the Project, as identified and described in the Pre-Construction Addendum, the City and the Construction Manager hereby establish a Guaranteed Maximum Price (GMP), Contract Time for the Work and amend the Agreement as set forth below.

1. The Construction Manager's (GMP) for the Work as defined in Section 6.1.3 and the Construction Manager's Fee as defined in Section 6.1.2, for the Construction Phase Services is _____.

2. This price is for the performance of the Work in accordance with the Schedules listed below and attached to this Addendum as follows:

Schedule 1 Construction Manager's Personnel.
Schedule 2 Contract Drawings & Specifications.
Schedule 3 GMP Bid Breakdown.
Schedule 4 Clarifications, Assumptions, Exclusions and Allowances.

3. Pursuant to Section 1.3.12 of the Agreement, the City's Construction Budget is estimated at $_____ including all Construction Manager fees, costs of the work, the City's Allowances and the Construction Manager's contingencies within the GMP as defined in Articles 2, 3 and 6 of the Agreement.

4. Pursuant to Section 1.3.12 of the Agreement, the City's funds budgeted for the development of the Project including the construction budget and all professional service fees and equipment necessary to develop the project, excluding land costs is $_Amount to be inserted by City_____.

5. Pursuant to Article 2, Section 2.5, the Project critical dates are as follow:

A.	Construction Phase Commencement Date	Date stated in the Notice To Proceed
B.	Project Substantial Completion Date Date	Enter # of Days from Construction Phase Commencement
C.	Project Final Completion Date	30 Calendar Days after Substantial Completion

6. In the event the Construction Manager does not achieve Substantial Completion within the Contract Time, including approved extensions, the Construction Manager shall pay the City, as liquidated damages and not as a penalty, the sum of _____ per day for each calendar day the actual time of performance exceeds the authorized Contract Time.

7. The Construction Manager shall not be due any additional Construction Phase Fee on increases in the GMP that do not exceed a cumulative total of _____. Should the GMP be increased by more than _____ under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be 5% percent of that portion of the accumulative increases in the GMP that exceed the GMP by more than _____.

8. The Construction Manager's Fee for overhead, profit and general expenses of any kind, except as may be expressly

SAMPLE

included in Article 9, for services provided during and related to the construction phase, shall be _____% of the GMP value and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials (see Article 8.1.3), as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less.

9. Pursuant to Section 6.1.3.2.2, the cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of _____% of the final Contract Amount and Construction Manager bonds will be cost at a fixed rate of _____%. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Manager overhead and profit fee on this item.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives, as of the effective date.

CITY OF KISSIMMEE, a municipal corporation of the State of Florida

ATTEST:

Clerk

By: _____
City Clerk

By: _____
City Commission

Date: _____

Approved as to form and legal sufficiency:

_____
Assistant City Attorney

ABCDEFG CONSTRUCTION, a Florida corporation

Attest:

By: _____

_____
Corporate Secretary

Title: _____

SAMPLE

SCHEDULE 1 to the GMP ADDENDUM

Fire Station

Construction Manager's Personnel
During Construction Phase

(TO BE COMPLETED AT GMP)

Name	Title	Duration (Months)	Percentage
Off-Site Staff			
On-Site Staff			

SAMPLE

SCHEDULE 2 to the GMP ADDENDUM

Fire Station

Contract Drawings & Specifications

SAMPLE

SCHEDULE 3 to the GMP ADDENDUM

Fire Station

GMP Bid Breakdown

SAMPLE

SCHEDULE 4 to the GMP ADDENDUM

Fire Station

Clarifications, Assumptions, Exclusions and Allowances

SAMPLE

EXHIBIT “D”

Fire Station
Certificate of Substantial Completion

Standard AIA Document G704 to be used

SAMPLE

EXHIBIT "E"

Fire Station
RELEASE AND AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Osceola County

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Construction Manager") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims, demands damages, costs and expenses, whether in contract or in tort, against the City of Kissimmee City Commission, a body corporate existing under the laws of the State of Florida ("City") relating in any way to the performance of the Agreement between Construction Manager and City, dated _____, 20__, for the period from _____ to _____.

(2) Construction Manager certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which City might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Construction Manager agrees to indemnify, defend, and save harmless City from all demands or suits, actions, claims of liens or other charges filed or asserted against City arising out of the performance by Construction Manager of the Work covered by this Release and Affidavit.

(4) Construction Manager certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Construction Manager from City and has not withheld any such amounts. In the event Construction Manager withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from City with respect to the Application for Payment referenced in Paragraph 5 below, Construction Manager agrees to immediately refund all such unpaid amounts to City.

SAMPLE

(5) This Release and Affidavit is given in connection with Construction Manager's [monthly/final] Application for Payment No. _____.

Construction Manager:

By: _____

Title:_____

_____

_____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/She is personally know to me or has produced a _____ (state) driver's license no. _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

_____
Notary Public / signature

_____
Printed Name

_____
Title or Rank

_____
Serial Number, if any

SAMPLE

EXHIBIT “F”

Fire Station

Application for Payment

Form shall be AIA Document G702 Application and Certificate for Payment

SAMPLE

EXHIBIT "G"

Fire Station
Final Payment Request Check List /
Certificate of Final Completion

SAMPLE

Items to be submitted with Construction Manager's Request for Final Payment

___ 1. Pay Request (1 copy with original signatures and original seals, noted as FINAL)

___ 2. Final Schedule of Contract Values

___ 3. Consent of Surety to make Final Payment (signed and sealed)

___ 4. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety)

___ 5. Affidavit of Contract Completion (**Exhibit "E"**)

___ 6. Satisfactory Conclusion or Release of Lien from all Subcontractors or laborers who have filed Intent to Lien or have indicated non-payment from the Contractor

___ 7. Construction Manager's Guarantee of Construction for one (1) year from the date of Substantial Completion

___ 8. Copy of the approval by the Architect/Engineer and the transmittal to the City of Manuals, Shop Drawings, As-Builts (one electronic media and two sets of prints), brochures, warranties, and list of Subcontractors with telephone numbers and addresses

___ 9. Verification that City's personnel have been trained in the operation of their new equipment, attendance lists and videos

___ 10. Other special Warranties are required by Specifications in the name of the City

EXHIBIT "G"

Fire Station
CERTIFICATE OF FINAL COMPLETION

Project: _____ City's Project No.: _____

Contract No.:_____ Contract Date:_____

Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the City, Construction Manager and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on _____. This Certificate of Final Completion applies to all Work under the Contract Documents.

All punch list items have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Construction Manager retains responsibility and obligation to the City for warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Construction Manager: _____

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional:_____
(Authorized Signature)

By: _____
(Typed Name & Title)

Date: _____

City: _____
(Division Director)

Date: _____

SAMPLE

EXHIBIT "H"

CHANGE ORDER

CHANGE ORDER

City _____
Engineer _____
Contractor _____

PROJECT: Fire Station

CHANGE ORDER NO:

CITY OF KISSIMMEE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

INITIATION DATE:

TO CONTRACTOR:

PROJECT NO: RFP2025-009

ABCDEFG Construction
123 Main Street
Maple, SX 77777

CONTRACT DATE:

The contract is changed as follows:

_

The original (Contract Sum) (Guaranteed Maximum Price) was……. $
Net Change by previously authorized Change Orders……$
The (Contract Sum) (Guaranteed Maximum Price) prior to this change order was……...$
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of……$
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be…… $
The Contract Time will be (increased) (decreased) (unchanged) by ( ) days
The date of Substantial Completion as of date of this Change Order therefore is: SUBSTANTIAL COMPLETION DATE HERE

_____	_____	Kissimmee City Commission
ARCHITECT/ENGINEER	CONTRACTOR	CITY
_____	_____	101 Church Street
ADDRESS	ADDRESS	ADDRESS
_____	_____	Kissimmee, Florida, 34741
By_____	By_____	By_____
		Mayor / Commissioner
		Or _____
		City Manager or Designee
Date_____	Date_____	Date_____

To the CONTRACTOR: Your acceptance of this Change Order shall constitute a modification to our agreement and will be performed subject to all of the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

SAMPLE

EXHIBIT "I"

ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT: Fire Station AAR NO:

CITY OF KISSIMMEE,
A MUNICIPAL CORPORATION OF
THE STATE OF FLORIDA

CONTRACT NO:

INITIATION DATE:

CONSTRUCTION MANAGER: ABCDEFG Construction, 123 Main Drive, Maple, XX 12345

ARCHITECT/ENGINEER: The Lunz Group

DESCRIPTION OF ALLOWANCE WORK:

Reason for change:

***Not valid until signed by the City, Architect/Engineer and Construction Manager.**

Amount of Allowance Authorization included in this Contract is _____ $
Amount of Allowance Authorization used to date _____ $
Amount of Allowance Authorization used this AAR _____ $
Balance of remaining AAR _____ $

Original Contract Time _____ days

Amount of the Allowance Authorization time included in this Contract is _____ days

Amount of the Allowance Authorization time used to date _____ days
Amount of the Allowance Authorization time used this AAR _____ days
Balance of remaining Allowance Authorization Time is _____ days
Date of Substantial Completion therefore is _____

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONSTRUCTION MANAGER: _____ ARCHITECT/ ENGINEER: _____

Date: _____ Date: _____

CITY: _____
City Manager or Designee

Date: _____

SAMPLE

EXHIBIT "J"

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A.	Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet	
8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet	
8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet	
8 ½ x 14 (color)	$ 0.30/page	$ 0.40/sheet	
11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet	
11 x 17 (color)	$ 0.40/page	$ 0.50/sheet	
9 ½ x 24 Single Side Only	$ 1.00/page		
17 x 22 Single Side Only	$ 2.00/page		
18 x 24 Single Side Only	$ 2.00/page		
24 x 36 Single Side Only	$ 3.00/page		
30 x 30 Single Side Only	$ 5.00/page		
32 x 34 Single Side Only	$ 5.00/page		
Other sizes-per square inch	$ 0.03/page		
Compact Digital Disk	$ 6.00/disk		

B. Blueprint Copy $10.00/page

2. Subcontractor Services — Actual Costs

3. Special Consultants — Actual costs

4. Telecommunications
   A. Local — Non-reimbursable
   B. Non-Local — Actual Costs

5. Computer Services — Non-reimbursable

6. Travel Expenses — In accordance with Chapter 112.061, F.S.; and further defined in the City of Kissimmee Employee Handbook

7. Postage, Fed Express, UPS — Actual Costs

8. Pre-approved Equipment (includes purchase and rental of equipment used in project) — Actual Costs

SAMPLE

EXHIBIT "K"

Fire Station
HOURLY RATE SCHEDULE

SAMPLE

EXHIBIT "L"
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: **RFP2025-009** PROJECT NAME: **Fire Station**

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

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

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

Company Name: _____

_____

Signature Title Date

STATE OF: _____
COUNTY OF:_____

The foregoing instrument was signed and acknowledged before me this ____day of _____,

20___, by _____ who has produced

(Print or Type Name)

_____as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

SAMPLE

EXHIBIT M

PUBLIC CONSTRUCTION BOND
FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

_____

_____

OWNER NAME: City of Kissimmee, a municipal corporation of the State of Florida

OWNER ADDRESS: 101 Church Street

Kissimmee, FL 34741

OWNER PHONE NO: (407) xxx-xxxx

OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: $ _____

CONTRACT NUMBER: _____

GENERAL DESCRIPTION OF PROJECT: _____

_____

_____

_____

PROJECT LOCATION: _____

_____

SAMPLE

PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at

_____ (Business Address) are held and firmly bound unto City of Kissimmee, a municipal corporation of the State of Florida, as Oblige in the sum of _____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract executed between Principal and City for construction of _____ _____, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and

3. Pays City all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that City sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Reference is hereby made to Section 255.05 Florida Statutes, and to the notice and time limitation provisions thereof:

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20 ___.

SAMPLE

ATTEST:

PRINCIPAL:

_____
Witness

BY:_____(SEAL)
Authorized Signature (Principal)

_____
Witness

Printed Name

Title of Person Signing Above

ATTEST:

SURETY:
Printed Name

_____
Witness

BY:_____(SEAL)
Attorney in Fact

_____
Witness

Printed Name

Business Address

SAMPLE

EXHIBIT "N"

BUY-OUT ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT: Fire Station AAR NO:

CITY OF KISSIMMEE,
A MUNICIPAL CORPORATION OF
THE STATE OF FLORIDA

CONTRACT NO: RFP2025-009

INITIATION DATE:

CONSTRUCTION MANAGER: ABCDEFG CONSTRUCTION, 12345 Maple Drive, Maple, XX 12345

ARCHITECT/ENGINEER: The Lunz Group

DESCRIPTION OF ALLOWANCE WORK:

Total: $

***Not valid until signed by the City, Architect/Engineer and Construction Manager.**

Amount of Buy-out Allowance $
Amount of Buy-out Allowance Authorization used to date $
Amount of Buy-out Allowance this AAR $
Balance of remaining Buy-out Allowance $

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONSTRUCTION MANAGER: _____
Date: _____

ARCHITECT/ ENGINEER: _____
Date: _____

CITY: _____
City Manager or Designee

Date: _____

SAMPLE

EXHIBIT "O"
HUMAN TRAFFICKING AFFIDAVIT

CITY OF KISSIMMEE 1883

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

_____ 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:

SAMPLE

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

THIS CONSTRUCTION MANAGER AT RISK AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter designated as the "City") and CORE Construction Services of Florida LLC, whose Federal Identification Number is: 26-28217111 (hereinafter designated as the "Construction Manager".)

WITNESSETH:

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

WHEREAS, the City solicited for these professional services via RFP #2025-009, an advertised request for proposals, and received numerous responsive proposals thereto; and

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

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

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

ARTICLE 1

THE CONSTRUCTION TEAM, EXTENT OF AGREEMENT AND DEFINITIONS

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

1.1 The Construction Team:

The Construction Manager, the City, and the Architect/Engineer, collectively called the "Construction Team", shall work jointly during the Pre-Construction Phase and the Construction Phase. The Architect/Engineer and the Construction Manager shall communicate through the City's Representative, except as may otherwise be provided in this Agreement. The Construction Manager shall copy the City's Representative on all correspondence sent to or received from the Architect/Engineer or any of its consultants of which the City's Representative was not copied. The

specific representatives of the Construction Team shall be identified further in the Pre-Construction Addendum and the GMP Addendum.

1.2 Extent of Agreement:

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

1.3 Definitions:

1.3.1 Project – the design and construction of the Lakeside Fire Station for the City of Kissimmee, Florida, as further described in **RFP2025-009**, including all attachments and addenda, and this Agreement. Pre-Construction Services of the Project shall include coordination of all architectural, landscaping and engineering design and other pre-construction services, including, without limitation, the preparation of a proposed GMP, necessary to provide a complete and usable facility in accordance with this Agreement. Construction Phase of the Project shall include the construction of the facility, along with project management and coordination and quality assurance services necessary to complete the Project to the City's satisfaction.

1.3.2 Services – shall include: (1) all professional services described in the City of Kissimmee's RFP #2025-009 including all attachments and addenda; (2) all services described in the Construction Manager's response thereto (collectively, "RFP2025-009" is attached hereto as a composite **Exhibit "A"** and made a part of this Agreement); (3) all services described in Article 2 herein (but as may be specifically excluded by the City in the Pre-Construction Addendum); and (4) all Pre-Construction Phase Services and Construction Phase Services (the Construction Phase Services may also be referred to herein as the "Work") as further set forth and described herein or in either the Pre-Construction Addendum, the GMP Addendum, or both.

1.3.3 Pre-Construction Services Addendum is attached hereto and incorporated herein as **Exhibit "B".**

1.3.4 GMP Addendum is attached hereto and incorporated herein as **Exhibit "C"** and shall be completed and executed by the City and the Construction Manager following the completion of Pre-Construction Phase Services and determination of a mutually-acceptable Guaranteed Maximum Price ("GMP") and related terms.

1.3.5 Architect/Engineer – The Lunz Group.

1.3.6 Contract Documents - The Contract Documents consist of this Agreement, the Exhibits hereto, and any duly executed amendments and/or addendums, including, without limitation, the Pre-Construction Addendum and the GMP Addendum, in addition to all plans and specifications for the construction of the Project ("Construction Documents") that have been completed by the Architect/Engineer and approved in writing by the City's Representative.

1.3.7 Punch List – A final list of items of Work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to Final Completion.

1.3.8 Schedule of Values - The schedule to be used as a basis for progress payments to be made to the Construction Manager by the City during performance of the Work, based on the then current percentage of progress of construction of the Work, subject to the review of the Architect/Engineer and the City's Representative.

1.3.9 Subcontractor – A subcontractor is any person or entity performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with the Construction Manager. Construction Manager shall be solely responsible for and have control over the subcontractors.

1.3.10 Substantial Completion Date – The date, certified by the Architect/Engineer, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and as further delineated in Article 2, Section 2.5.1 so that the City can reasonably occupy or utilize the Project, or a designated portion thereof, for its intended use.

1.3.11 General Conditions – Those items that are not specific to any trade and are required for the construction of the Project.

1.3.12 City's Construction Budget: The City's Construction Budget shall be set forth in the completed GMP Addendum and shall include an estimated total of all three segments of the budget, including all Construction Manager Fees, Costs of the Work and the City's Allowance, as defined in Article 6. This acknowledgment of the City's Construction Budget is not to be construed as the Construction Manager's Guaranteed Maximum Price ("GMP").

1.3.13 *Intentionally omitted.*

1.3.14 Term –The "Term" of this Agreement shall commence on the Effective Date and shall continue thereafter through the date of completion by Construction Manager of all its contractual obligations (with the exception of the Warranty period as set forth in Section 2.6.3 and any other provisions contained herein which are specifically stated to survive expiration or earlier termination of this Agreement), and the City has paid the final balance due Construction Manager, including any retainage, as noted in the Certificate for Final Completion.

1.3.15 Allowance – Funds and time appropriated by the City for additional work which is not included in the contract document yet may be necessary for the completion of the Work. Any unused allowance funds shall be returned to the City by Change Order at the completion of the Project.

1.3.16 Contingency – Those areas of work that are not at 100% design completion, at the time of GMP, for which additional monies will be allowed. A contingency dollar amount will be shown as a separate amount at the appropriate line item within the GMP and labeled as a contingency for that item of work. Any unused contingency funds shall be reassigned to the City's Buyout Allowance, as defined in Section 6.1.5.

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

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

ARTICLE 2

CONSTRUCTION MANAGER'S SERVICES

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

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

2.1 Project Management Information System (PMIS):

2.1.1 General:

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

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

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

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

2.1.1.4.1 Narrative Reporting, on a monthly basis, and
2.1.1.4.2 Schedule Control, on a monthly basis, and
2.1.1.4.3 Cost Control, and estimating, and
2.1.1.4.4 Project Accounting, and
2.1.1.4.5 Accounting and Payment, on a monthly basis, and
2.1.1.4.6 Action Reports.

2.1.2 Narrative Reporting Subsystem:

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

2.1.2.2 The Narrative Reporting Subsystem shall include the following reports:

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

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

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

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

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

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

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

2.1.3 Scheduled Control Subsystem:

2.1.3.1 Master Project Schedule: Within 30 days following issuance of the Notice To Proceed, the Construction Manager shall submit, to the City's Representative for

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

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

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

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

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

included to allow for construction planning and monitoring the performance of each subcontractor.

2.1.3.4.2 Final Completion Schedule -The Construction Manager shall jointly develop with the Architect/Engineer and the City's Representative, a detailed plan, inclusive of Punch Lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Final Completion. The Final Completion Schedule shall be produced and updated monthly and may be part of the Construction Schedule.

2.1.3.4.3 Utility Relocation Schedule – The Construction Manager shall jointly develop with the Architect/Engineer and the City's Representative a detailed plan, for any and all utility relocations required for successful completion of the Work. The Utility Relocation Schedule shall be produced and updated monthly, and may be part of the Construction Schedule.

2.1.3.4.4 Recovery Schedule - If any portion of the Master Project Schedule or any current updates fail to reflect the actual plan or method of operation of the Work, or a contractual milestone date is more than 15 days behind, the City's Representative may require that a Recovery Schedule for completion of the remaining work be submitted. The Recovery Schedule must be submitted within 7 calendar days of the request by the City's Representative. The Recovery Schedule shall describe in detail the Construction Manager's plan to complete the remaining work by the required Agreement milestone date. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Agreement milestone dates.

2.1.3.4.5 Change Orders - When a Change Order is proposed, the City's Representative may require the Construction Manager to identify all logic changes as a result of the Change Order. The Construction Manager shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the Master Project Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, the Construction Manager will revise the Master Project Schedule. The logic changes required by the Change Order will be considered incidental to the Construction Manager's work. No separate payment will be made for the work required to identify all logic changes that result from the Change Order.

2.1.4 Budget Control Subsystem - The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and site elements, so that the Work will be completed at a cost which, together with all other Costs of the Work, will not exceed the City's Project Budget. Requirements of this subsystem may include the following submissions:

2.1.4.1 Estimate at the completion of schematic design; and
2.1.4.2 Estimate at the completion of 100% design development plans; and
2.1.4.3 Estimate at the submission of the GMP Proposal.

2.1.5 Project Accounting Subsystem - The operation of this subsystem shall enable the Construction Team to plan effectively and to enable the City's Representative to

monitor and control the funds available for the Project, cash flow, costs, Change Orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable, and to plan effectively. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report may be further defined by the City's Representative.

2.1.5.1 A Payment Status Report - showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

2.1.5.2 Project Accounting Structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the Change Order history including Change Order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending Change Orders.

2.1.5.3 A Cash Flow Diagram - showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments and may be requested at earlier or more frequent intervals by the City's Representative.

2.1.5.4 A Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The job ledger will be used to provide construction cost accountability for General Conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

2.2 Project Manual: Upon the execution of this Agreement, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Agreement. This shall provide a plan for the control, direction, coordination and evaluation of Work performed throughout the Project; the Project organization including identification of key personnel, responsibilities of Construction Manager, the City's Representative and Architect/Engineer; work flow diagrams; and strategy for bidding the Work. The Project Manual shall be completed and submitted to the Architect/Engineer and the City's Representative for their review of the format and content, and to the City's Representative for approval as a condition precedent to the first progress payment by City to Construction Manager for services provided in the Pre-Construction Phase. The Project Manual shall be updated as necessary, with the approval of City's Representative throughout the Pre-Construction and Construction Phases. A copy of the Project Manual, and any updates, shall be submitted separately to the City's Representative and Architect/Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the City's Representative and the Architect/Engineer. The Project Manual is merely an amplification and clarification of this Agreement. Any conflicts between the Project Manual and this Agreement shall be governed by the latter. The Project Manual shall describe in detail the procedures for executing the Work and the organizations participating. The Project Manual shall include as a minimum the following sections:

2.2.1 Project Definition - The known characteristics of the Project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the Project or sub-projects.

2.2.2 Project Goals - The schedule, budget, physical, technical and other objectives for the Project.

2.2.3 Project Strategy - A narrative description of the Project delivery methods shall be utilized to accomplish the Project goals.

2.2.4 Project Work Plan - A matrix display of the program of Work to be performed by the Construction Manager, the Architect/Engineer and the City's Representative during each phase of the Project.

2.2.5 Project Organization - A summary organization chart showing the interrelationships between the City, the Construction Manager, the Architect/Engineer, and other supporting firms, organizations and permitting review agencies. Detailed charts, one each for the Construction Manager, the Architect/Engineer, and the City's Representative, showing organizational elements participating in the Project shall be included.

2.2.6 Responsibility Performance Chart - A detailed matrix showing the specific responsibilities of the City, the Architect/Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the Project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the Project, and also for the personnel of the City and the Architect/Engineer from data supplied by each.

2.2.7 Flow Diagrams - These charts shall display the flow of information and the decision process for the review and approval of shop drawings, submittals, and Change Orders.

2.2.8 Written Procedures - The Construction Manager will provide written procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

2.2.9 Emergency Contact List: A complete list of the names, company affiliation and emergency contact phone numbers (both day and night) for all key Project personnel from City, Construction Manager and Architect/Engineer, as well as from all subcontractors, sub-consultants and suppliers of any of them. This list shall be continuously updated by the Construction Manager throughout the Project duration, with Construction Manager distributing a copy of all updates to City's Representative and Architect/Engineer.

2.3 Pre-Construction Phase Services: The services to be provided under this Section 2.3 constitute the Pre-Construction Phase Services. The parties acknowledge the Construction Phase may commence before the Pre-Construction Phase is completed, and to a certain extent both phases may proceed concurrently.

2.3.1 Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Project and the City's Project Budget requirements, each in terms of the other.

2.3.2 Consultation - The Construction Manager will jointly schedule and attend regular meetings with the City's Representative and Architect/Engineer. The Construction Manager shall make recommendations with respect to the selection of systems and materials, and cost – reducing alternatives, including assistance to the Architect/Engineer and City's Representative, in evaluating alternative comparisons

versus long term cost effects. The evaluation shall address the benefits of the speed of construction and early completion of the Project. The Construction Manager shall furnish pertinent information as to the availability of materials and labor that will be required, in addition to items such as the identification, if necessary, of right-of-way to be acquired, outstanding permits and related issues and the status of utility relocations.

2.3.3 Right of Way Acquisition – When requested, Construction Manager shall assist the City's Representative, in conjunction with the City Attorney's Office, with right of way acquisition, including but not limited to, obtaining appraisals, and assisting with the negotiation of purchase agreements. Construction Manager shall coordinate and develop in the Construction Documents all applicable conditions negotiated through the right-of-way acquisition process, including but not limited to such items as driveway transitions and modifications, fence relocations and other related items.

2.3.4 Phased Construction - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect/Engineer and may make recommendations to the City's Representative with respect to dividing the Work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule, while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, maintenance of traffic and utility relocation issues, status of right of way acquisition and community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the City's Representative.

2.3.5 Review Reports - Within 30 days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Article 2, Section 2.3. Promptly after completion of the review, he shall submit to the Construction Team, with copies to the Architect/Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as he may deem appropriate, and all actions taken by the Architect/Engineer with respect to same, any comments he may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2, Section 2.3. Construction Manager shall not assume in any way the responsibilities of the Architect/Engineer, in particular, the responsibility of assuring that the Construction Documents are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules, and Regulations. However, if the Construction Manager recognizes that portions of the Construction Documents are at variance therewith, the Construction Manager shall include notice of same in the written report. THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ENGINEERING RESPONSIBILITY, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

2.3.6 Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment,

materials and supplies). When each item is identified, the Construction Manager shall notify the subcontractors, the City's Representative and the Architect/Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise City's Representative and Architect/Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the City's Representative a schedule for procurement of the long-lead time items, which will constitute part of the Work as required to meet the Master Project Schedule. If such long-lead time items are procured by the City, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the City's acceptance of the Construction Manager's GMP proposal, all contracts for such items may be assigned by the City to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

2.3.7 Project Site Office Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Team to perform their respective duties in the management, inspection, and supervision of construction. Tangible personal property, otherwise referred to as Project Site Office Facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such Project Site Office Facilities, which are planned to become the property of the City at the conclusion of the Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing, and then analyzing which is the most cost effective over the useful life of the item. The Construction Manager shall present his evaluation with recommendation to the City's Representative for approval. When the Construction Manager wishes to supply Project Site Office Facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed previously herein. If leasing is found to be the least expensive approach, then he may lease such Project Site Office Facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained. For all such facilities purchased, which are to become the property of the City at the conclusion of the Project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. At the conclusion of the Project, the Construction Manager shall provide the City's Representative with a complete inventory of equipment that has been purchased for the City. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the City or to his designee. The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the City, the City may refuse acceptance of the equipment if the City determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse City for the cost of such item.

2.3.8 Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of work areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work in periods when extreme weather conditions are likely to be experienced. He shall submit to the Construction Team his recommendations as to needed requirements of this nature

and as to the contract, or contracts, in which they should be included. The Construction Manager is totally responsible for all weather protection necessary to insure that all new construction is adequately protected from the normal inclement elements.

2.3.9 Market Analysis and Stimulation of Bidder Interest - The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project. The Construction Manager shall submit to the City's Representative a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the City's Representative and the Architect/Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the City of Kissimmee market place and identify and encourage bidding competition. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the Work and of familiarizing those bidders with the requirements of this Project.

2.4 Construction Phase - After the Construction Documents have been sufficiently completed by Architect/Engineer and approved by City's Representative for all the Work (or such portions thereof as may be designated by City in writing) and City and Construction Manager have agreed in writing upon the GMP to be paid to Construction Manager and the Contract Time for the Work (or designated portions thereof) as hereafter provided, Construction Manager shall fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all the terms and conditions of the Contract Documents.

2.4.1 Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent, full time, staff at the Project Site, authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the subcontractors, and he shall provide no less than those personnel during the respective phases of construction that are set forth in Schedule 1 of the GMP Addendum. He shall not change any of those persons named in said Schedule unless mutually agreed to by the City's Representative and Construction Manager. In such case, the City's Representative shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.

2.4.2 Lines of Authority - The Construction Manager shall establish and maintain lines of authority for his personnel, and shall provide this definition to the City's Representative and all other affected parties, such as the code inspectors of the permitting agencies, the subcontractors and the Architect/Engineer, to provide general direction of the Work and progress of the various phases and subcontractors. The City's Representative and Architect/Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontracts.

2.4.3 Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the City, its representatives and the Architect/Engineer with copies of the Project Manual (total number of copies not to exceed 10) developed and updated as required by Article 2, expanded for the Construction Phase employing their respective milestones, beginning and finishing dates, their respective responsibilities for performance and the relationships of their work with

respect to subcontractors and suppliers. He shall also continue to provide current scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. He is also responsible for performance and the relationships of his work to the work of his subcontractors and suppliers, to enable them to perform their respective tasks, so that the development of construction progresses in a smooth and efficient manner in conformance with the Master Project Schedule.

2.4.4 Solicitation of Bids Without assuming responsibilities of the Architect/Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposals when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and, if directed by the City, for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

2.4.4.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the Work. The Construction Manager shall strive to receive at least three competitive bids per trade package. Should the nature of the trade package prohibit three competitive bids, the Construction Manager shall notify the City's Representative in writing as to the reason and offer suggestions, if any, to create trade interest.

2.4.4.2 The Construction Manager shall be responsible for coordinating with the Architect/Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

2.4.4.3 The Construction Manager and the City's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect/Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the City's Representative and the Architect/Engineer and, upon receiving clarification or correction in writing, shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

2.4.5 Subcontracts Subject to Article 6 and, in accordance with Article 2, Section 2.4.4, the Construction Manager shall award subcontracts to the qualified low bidder after the Construction Manager and the City have reviewed each proposal and are satisfied that the subcontractor/supplier is qualified to perform the work. Construction Manager shall make available to each proposed subcontractor, prior to the execution of the subcontract, complete copies of the Contract Documents to which the subcontractor will be bound by this Section 2.4.5 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

2.4.5.1 All subcontracts shall: (1) require each subcontractor to be bound to Construction Manager to the same extent Construction Manager is bound to City by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for

the assignment of the subcontracts from Construction Manager to City at the election of City, upon termination of Construction Manager, (3) provide that City will be an additional indemnified party of the subcontract, (4) provide that City will be an additional insured on all insurance policies required to be provided by the subcontractor, except workman's compensation, (5) assign all warranties directly to City, and (6) identify City as an intended third-party beneficiary of the subcontract.

2.4.5.2 Unless otherwise expressly agreed to by City in writing, all subcontracts shall provide: LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the City or Architect/Engineer or attributable to the City or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim. Each subcontract shall require that any claims by the subcontractor for delay must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the City, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

2.4.5.3 Subcontractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the City, under the agreement, by the parties to the extent of the work to be performed by the subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the City and Architect/Engineer under the Contract Documents, with respect to the Work to be performed by the subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each subcontractor to enter into similar agreements with its sub-subcontractor.

2.4.5.4 Insurance requirements for subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the City. The Construction Manager shall be responsible to the City for the acts and omissions of his employees, agents, subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Construction Manager.

2.4.5.5 If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP Addendum, the Construction Manager reserves the right to perform that portion of the Work, or negotiate for its performance for the specified line item lump sum amount or less.

2.4.6 A Public Construction Bond in the total amount of the GMP, along with all insurance certificates will be provided by the Construction Manager after approval of the GMP by the Board of City Commissioners, in the form attached hereto and incorporated herein as **Exhibit "M"**. No work shall be performed until these documents are provided and the certificates are current.

2.4.6.1 The Bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

2.4.6.2 All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, as amended by the audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.

2.4.6.3 If the surety on any Bond furnished by the Construction Manager is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of Section 2.4.6.2, the Construction Manager shall within ten (10) days thereafter substitute another Bond and surety, both of which must be acceptable to the City.

2.4.6.4 All Bonds and insurance required by the Contract Documents to be purchased and maintained by the Construction Manager shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Florida to issue bonds or insurance policies for the limits and coverage so required. All bonds signed by an agent must be accompanied by a certified copy of authority to act.

2.4.7 Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the City's Representative and Architect/Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors, providing instructions to each when their work does not conform to the requirements of the Construction Documents, and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner, so as to not affect the efficient progress of the Work. Should disagreement occur between the Construction Manager and Architect/Engineer over acceptability of Work and conformance with the requirements of the Construction Documents, the City's Representative shall be the final judge of performance and acceptability, subject to the dispute provisions of this Agreement.

2.4.8 Submittals and Substitutions- Construction Manager shall carefully examine the Contract Documents for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Construction Manager shall submit all such materials in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. The Construction Manager shall also carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to the Architect/Engineer for review and action. Within 14 days, the Architect/Engineer will transmit them back to the Construction Manager, who will then issue the submittals to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. The Construction Manager shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of it by the subcontractors. The Construction Manager shall advise the Architect/Engineer in writing which submittals or requests for clarification have the greatest urgency; the purpose being to enable the Architect/Engineer to prioritize requests coming from the Construction Manager. The Construction Manager shall advise the City's Representative and Architect/Engineer in writing when timely response is not occurring on any of the above.

2.4.8.1 If Construction Manager wishes to furnish or use a substitute item of material or equipment, Construction Manager shall make application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and at least of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Construction Manager's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for the Project) to adapt the design to the proposed substitute, and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement services shall be indicated. The application also shall contain an itemized estimate of all costs or savings that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Construction Manager to furnish, at Construction Manager's expense, additional data about the proposed substitute.

2.4.8.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Construction Manager may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Architect/Engineer, if Construction Manager submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by Architect/Engineer shall be the same as those provided herein for substitute materials and equipment.

2.4.8.3 Architect/Engineer shall be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer and City's Representative shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without City's and Architect/Engineer's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. City may require Construction Manager to furnish, at Construction Manager's expense, a special performance guarantee or other surety with respect to any substitute. The cost of such guarantee may be reimbursable from the City's Owner Allowance or Buyout Allowance funds, provided that this cost is presented with the proposed substitute. If City rejects the proposed substitute, at City's direction, City may require Construction Manager to reimburse City for the charges of Engineer and Engineer's consultants for evaluating the proposed substitute.

2.4.9 Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the City and the City's Representative, including the Architect/Engineer.

2.4.10 Permits - The Construction Manager shall secure and pay for all permits and/or licenses which are customarily secured by a General Contractor. If Construction Manager performs any Work without obtaining, or contrary to, such permits or licenses, Construction Manager shall bear all costs arising therefrom. Cost for all re-inspections of Work found defective and subsequently repaired, shall be borne by the Construction Manager, unless such cost is not a result of negligence on the part of the Construction Manager.

2.4.11 Project Administration - The Construction Manager shall provide Project Administrative functions during construction to assure proper documentation, including, but not limited to, such things as the following:

2.4.11.1 Job Meetings – Hold weekly progress and coordination meetings, or more or less frequently, if required, to provide for the timely completion of the Work. In addition, a regular monthly Project status meeting will be held between the Architect/Engineer, City's Representative and Construction Manager. The meetings shall serve as a tool for planning of work and enforcing schedules and for establishing procedures and responsibilities.

2.4.11.2 Shop Drawing Submittals/Approvals – Check shop drawings and implement procedures to be approved by City's Representative for submittal and transmittal to the Architect/Engineer and City's Representative of such drawings for action, and closely monitor their submittal and approval process.

2.4.11.3 Material and Equipment Expediting – Closely monitor material and equipment deliveries, follow-up procedures on supplier commitments of all subcontractors, and maintain a material and equipment expediting log.

2.4.11.4 Payments to subcontractors - Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.

2.4.11.5 Document Interpretation (RFI) - Refer all questions for interpretation of the Construction Documents to the Architect/Engineer with a copy to the City's Representative.

2.4.11.6 Reports and Project Site Documents - Record the progress of the Project. Submit written progress reports to the City's Representative and the Architect/Engineer including information on the subcontractors' work, and the percentage of completion. Keep a daily log available to the City, the Engineer and the permitting authority's inspectors.

2.4.11.7 Subcontractors' Progress - Prepare periodic punch lists for the subcontractors' work, including unsatisfactory or incomplete items and schedules for their completion.

2.4.11.8 Start-Up - With the City's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

2.4.11.9 Safety – Provide a safety program for the Project to meet OSHA requirements. Monitor for subcontractor compliance without relieving them

of responsibilities to perform Work in accordance with the best acceptable practice.

2.4.11.10 Record Drawings - The Construction Manager shall monitor the progress of his own forces and his Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect/Engineer, who will prepare the final record drawings. The Construction Manager shall continuously review "As-Built" Drawings and marked up progress prints to provide as much accuracy as possible.

2.4.11.11 Systems Maintenance and Instruction - The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey those to the City in such a manner as to promote their usability. The Construction Manager shall provide City's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training shall be videotaped by Construction Manager for subsequent presentation to City's operations and maintenance personnel.

2.4.11.12 Administrative Records - Construction Manager shall maintain in a safe place at the Project Site Office Facility, one record copy and one permit set of the Contract Documents, including, but not limited to, all Construction Documents, addenda, amendments, Change Orders, Construction Change Directive and Field Orders, as well as all written interpretations and clarifications issued by Architect/Engineer, in good order and annotated to show all changes made during construction. The record Contract Documents shall be updated by Construction Manager throughout the prosecution of the Work to accurately reflect all field changes that have been made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directive and Field Orders, and all concealed and buried installations of piping, conduit and utility services. Construction Manager shall certify the accuracy of the updated record Contract Documents. As a condition precedent to City's obligation to make a monthly progress payment, Construction Manager shall provide evidence, satisfactory to City's Representative and Architect/Engineer, that Construction Manager is fulfilling its obligation to update the record Contract Documents. All buried and concealed items, within the Project site, shall be accurately located on the record Contract Documents as to depth and in relationship to not less than 2 permanent features. The record Contract Documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings, shall be available to City's Representative and Architect/Engineer for reference. In addition, the Construction Manager shall be required to maintain at the Project Site Office Facility on a current basis, electronic and/or copies of files and records such as, but not limited to the following:

Contracts [subcontracts]
Purchase Orders
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda

Warranties and Guarantees
Cost Accounting Records
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Construction Change Directives
Permits
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

2.5 Final Completion:

2.5.1 Substantial Completion: When the entire Work (or any portion thereof designated in writing by City) is ready for its intended use, Construction Manager shall notify City's Representative and Architect/Engineer in writing that the entire Work (or such designated portion) is substantially complete and request that Architect/Engineer prepare a Certificate of Substantial Completion (or a Certificate of Partial Substantial Completion), a copy of which is attached as **Exhibit "D".** Said written notice from Construction Manager shall include a proposed punch list of all items of Work to be completed or corrected by Construction Manager. Within a reasonable time thereafter, City's Representative, Construction Manager and Architect/Engineer shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If City's Representative and Architect/Engineer do not consider the Work (or designated portion) substantially complete, Architect/Engineer shall notify Construction Manager in writing giving the reasons therefore. If City and Architect/Engineer consider the Work (or designated portion) substantially complete, Architect/Engineer shall deliver to Construction Manager the Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date Substantial Completion for the entire Work (or designated portion thereof) is actually achieved by Construction Manager and include a final punch list

of items to be completed or corrected by Construction Manager before final payment. Failure to include an item on the final Punch List does not waive City's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment.

2.5.2 Final Acceptance: When Construction Manager believes it has fully performed all of the Services, including all punch list items, Construction Manager shall deliver to City's Representative all items listed on **Exhibit "G"**, which includes, but is not limited to, a written Release and Affidavit from Construction Manager certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be in conformance with **Exhibit "E"** and shall be delivered to City's Representative by Construction Manager at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Architect/Engineer and City's Representative shall promptly inspect the Work to determine if all of the Work has been completed and is ready for Final Acceptance by City. If City's Representative and Architect/Engineer determine Construction Manager has completed the entire Work and performed all of the Services, City's Representative shall promptly approve the Final Completion Certificate of the Project, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Services have been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Construction Manager, as noted in the final Certificate for Completion, is due and payable; and (iii) all conditions precedent to Construction Manager's entitlement to final payment has been satisfied. Neither the final payment nor any retainage shall become due and payable until Construction Manager submits: (1) the final Release and Affidavit in the form attached to the Agreement as **Exhibit "E"**, (2) consent of surety to final payment, and (3) other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by City. City reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Architect/Engineer may have issued its recommendations. Until the Construction Manager completes all of its contractual obligations, with the exception of the Warranty period, neither the final payment nor any retainage shall become due and payable.

The City may occupy or take control of portions of the project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2, Sections 2.4.11.8, 2.4.11.10, 2.5.1 and 2.6 have been completed to the City's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Substantial Completion.

2.6 Warranty and Corrective Period

2.6.1 The Construction Manager shall warrant that all materials and equipment included in the Work will be new, except where indicated otherwise in Contract Documents, and that the Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Construction Documents.

2.6.2 The Construction Manager shall collect and deliver to the City's Representative any specific written warranties given by others as required by the Contract Documents. Also, the Construction Manager shall conduct, jointly with the City's Representative

and the Architect/Engineer, a warranty inspection eleven (11) months after the date of Substantial Completion of the Project. Construction Manager shall obtain and assign to City all express warranties given to Construction Manager by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Construction Manager further warrants to City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to City and shall not include any exclusions, exceptions or modifications except to the extent approved by City in its sole discretion.

2.6.3 In addition to the express warranties provided for in Sections 2.6.1 and 2.6.2, and all other rights and remedies available to City at law or in equity, including any implied warranties City may be entitled to as a matter of law, Construction Manager shall promptly correct, upon receipt of written notice from City's Representative, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by City in its sole discretion to present an immediate threat to safety or security, City shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Construction Manager shall reimburse City for all costs and expenses incurred by City in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved.

2.6.4 With respect to the correction of any defective or nonconforming Work, Construction Manager shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Construction Contingency Funds may be utilized to correct such damage provided that damage was not caused by negligence on the part of the Construction Manager. Construction Manager's warranty excludes remedy for damage or defect caused by City's abuse, modifications not performed by Construction Manager, improper or insufficient maintenance by City (unless such maintenance was performed in accordance with the directions from Construction Manager), improper operation by City (unless such operations were performed in accordance with the directions from Construction Manager), or normal wear and tear under normal usage.

ARTICLE 3

CITY'S RESPONSIBILITIES

3.1 City's Information:

The City shall provide full information regarding the requirements for the Project.

3.2 City's Representative:

The City shall designate in writing any additional representatives authorized to act on the City's behalf with respect to the Project, together with the scope of his/her respective authority. In no event, shall any delegation of authority be contrary to State or City laws or

codes. Such designations as of the date hereof are set forth in Section 1.3.18. Functions that this Agreement provides, which will be performed by the City, can be delegated by written notice to the Construction Manager from the City. The designation(s) of City's Representative, as set forth in Section 1.3.18, may be amended from time to time by the City, pursuant to written notice to the Construction Manager of such amendment. The Construction Manager shall be entitled to rely on directions (and it shall be required to follow directions) from the City's Representative within the authority conferred by the Board of City Commissioners in this Agreement or any Amendment or Change Order to this Agreement. The City of Kissimmee Board of City Commissioners hereby authorizes the City's Representative to: (1) act as the Board's agent and execute documents associated with the Project. Examples of these documents are Notices of Commencement, Certificates of Substantial and Final Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the City; and (4) issue a duly authorized memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by City's Representatives shall be binding on the City. The City's Representative does not have the authority to authorize work beyond the scope of the Contract Documents.

The City additionally authorizes the City Manager, or his designee, in conjunction with the City's Representative, to authorize individual changes in the Work up to *$100,000.00*. Said changes shall be funded from the City's Allowance and shall not cause an increase to City's Project Budget.

3.3 Design Engineer and Engineer's Agreement:

The City shall retain an Architect/Engineer for design and to prepare Construction Documents for the Project. The Architect/Engineer's services, duties and responsibilities are described in the Agreement between the City and the Architect/Engineer, a copy of which will be furnished to the Construction Manager.

3.4 Site Survey and Reports:

The City shall provide for the site of the Project all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations, and a legal description.

3.5 Approvals and Easements:

The City shall pay for necessary approvals, properties, easements, assessments and charges required for the construction, use or acceptance of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The City shall furnish such legal services as may be necessary for providing the items set forth in Article 3, Section 3.5, and such auditing services as it may require.

3.7 Construction Documents:

The Construction Manager will be furnished a reproducible set of all copies of the Construction Documents reasonably necessary and ready for printing.

3.8 Cost of Surveys & Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the City's expense. Construction Manager shall rely upon the accuracy and completeness thereof as noted in the various reports and surveys. Additional reports or surveys deemed to be necessary by the Construction Manager shall be obtained by the Construction Manager.

3.9 Project Fault Defects:

If the City becomes aware of any fault or defect in the Project or non-conformance with the Construction Documents, the City shall give prompt written notice thereof to the Construction Manager and Architect/Engineer.

3.10 Funding:

The City shall furnish, in accordance with the established Master Program Schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence performance of any Services, unless authorized in writing by the City.

3.11 Permitting & Code Inspections:

The City and Construction Manager shall coordinate with the appropriate permitting authorities.

ARTICLE 4

CONTRACT TIME

4.1 The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Final Completion of the Work is referred to hereafter as the "Contract Time". With respect to the Construction Phase Services, the "Construction Phase Commencement Date" shall be established in the GMP Addendum. No portion of the Work, with respect to the Construction Phase Services, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by the City in writing. The GMP Addendum shall also include the date that portion of the Work associated with the Construction Phase Services must be substantially completed by Construction Manager. The "Substantial Completion" date shall be established in terms of calendar days after the Construction Phase Commencement Date. Unless noted otherwise, the Final Completion Date is 30 (thirty) days after Substantial Completion. In the event Construction Manager and City fail to reach an agreement on the Contract Time, City may elect to terminate this Agreement. In the event of any such termination, Construction Manager shall be entitled to receive that portion of the Contract Amount attributable to the Pre Construction Phase Services earned to the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by City; but Construction Manager shall not be entitled to any further or additional compensation from City, including, but not limited to, damages or lost profits on portions of the Work not performed.

4.2 Liquidated Damages. City and Construction Manager recognize that, since time is of the essence for this Agreement, City will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Addendum, as said time may be adjusted as provided for herein. In such event, the total amount of City's damages, will be difficult, if not impossible, to definitively ascertain and quantify, because this is a public construction project that will, when completed, benefit the public in the City of Kissimmee, Florida. It is hereby agreed that it is appropriate and fair that the City receive liquidated damages from Construction Manager, if Construction Manager fails to achieve Substantial Completion of the Work within the required Contract Time. Should Construction Manager fail to substantially complete the Work within the required time period, the City shall be entitled to assess, as liquidated damages, but not as a penalty, the amount specified in the GMP Addendum, for each calendar day thereafter until Substantial Completion is achieved. Construction Manager hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represent a fair and reasonable estimate of City's actual damages at the time of contracting if Construction Manager fails to substantially complete the Work in a timely manner.

ARTICLE 5

CONTRACT TIME EXTENSIONS

5.1 Should Construction Manager be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Construction Manager, and not due to its fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, utility work being performed within the Project limits, or by unusually severe weather conditions by comparison with the ten year Osceola City, Florida average not reasonably anticipatable, Construction Manager shall notify City's Representative and Architect/Engineer, in writing within seven (7) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Construction Manager may have had to request a Contract Time Extension. Contract Time Extension requests shall be evaluated through the Change Order process.

5.2 If Construction Manager encounters on the Project site any materials reasonably believed by Construction Manager to be petroleum, or petroleum related products, or other hazardous or toxic substances which have not been rendered harmless, Construction Manager immediately shall: (i) stop Work in the area affected, and (ii) report the condition to City's Representative in writing. If the Work is so stopped in excess of ten (10) days and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by the Construction Manager or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Contract Time and Construction Manager shall indemnify the City and hold City harmless for any costs incurred by the City with respect to such material.

5.3 NO DAMAGES FOR DELAY. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the City and Architect/Engineer may be responsible, in whole or in part, shall relieve Construction Manager of his duty to perform, or give rise to any right to damages or additional compensation from the City. Construction Manager's sole remedy, if any,

against the City will be the right to seek an extension to the Contract Time and the payment of additional Costs of the Work and associated increase in the Construction Manager's Fee, as allowed pursuant to Article 6. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion. In no event shall the City be liable to Construction Manager, whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

ARTICLE 6

CONTRACT AMOUNT

6.1 In consideration of the full and faithful performance by the Construction Manager of the covenants in this Agreement, City agrees to pay, or cause to be paid, to Construction Manager the following amounts (hereinafter collectively referred to as "Contract Amount"), in accordance with the terms of this Agreement and with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit "K"**. The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

6.1.1 Pre-Construction Phase Services - For all Pre-Construction Phase Services enumerated in this Agreement, including, but not limited to, providing value engineering, reviewing documents for constructability, assisting and meeting with the City and the Design professionals, preparing cost estimates and schedules and preparing the GMP Proposal, Construction Manager shall receive the lump sum amount as specified in the Pre-Construction Services Addendum and in accordance with the payment schedule set forth in said Addendum.

6.1.2 Construction Phase Services – With respect to the Construction Phase Services to be provided by Construction Manager, City shall: 1) reimburse Construction Manager for the Cost of the Work; and 2) pay the Construction Manager a Construction Manager's Fee to be negotiated as part of the GMP Addendum process.

6.1.2.1 Construction Manager's Fee: The Construction Manager's Fee shall be Construction Manager's total compensation for the Construction Manager's profit on the Cost of the Work, as defined below. Construction Manager agrees to provide City with a GMP Proposal for the total sum of the Construction Manager's Fee, plus the Cost of the Work, plus the Construction Manager's Contingency, after the Construction Manager determines the Construction Documents are sufficiently complete.

6.1.2.2 The GMP Proposal shall be based upon actual subcontractor cost proposals with the various subcontractors. Further, the proposal shall be broken down into the categories and level of detail required by City's Representative. Construction Manager agrees that all its books, records and files, with respect to its development of the GMP Proposal, shall be open to City for review and copying. The final GMP Proposal shall be mutually agreed upon by City and Construction Manager and shall be set forth in the GMP Addendum (**Exhibit "C"**). The GMP Addendum shall further identify the drawings, specifications (Schedule 1 of the GMP Addendum) and other descriptive documents (Schedule 4 of the GMP Addendum) upon which the GMP is based. The Construction Manager guarantees that in no event shall

the sum of the Construction Manager's Fee, the total Cost of the Work, and the Construction Manager's Contingency exceed the GMP. The Construction Manager acknowledges multiple GMP Addendums may be required for the portions of the Project to support the Project phasing and schedule.

6.1.2.3 The amount to be paid for Construction Manager's Fee shall be stated in the GMP Addendum. The Construction Manager's Fee shall be paid proportionally to the ratio of the Cost of the Work completed. The balance of the Construction Manager's Fee shall be paid at Final Completion. If construction is authorized for a portion of the Project, the Construction Manager's Fee shall be paid proportionally to the amount of the Work authorized by the City.

6.1.2.4 In the event Construction Manager and City fail to reach an agreement on the GMP, the City may elect to terminate this Agreement. In the event of any such termination, Construction Manager shall be entitled to receive that portion of the Contract Amount attributable to the completed Pre Construction Phase Services; but Construction Manager shall not be entitled to any further additional compensation from City, including but not limited to damages or lost profits on portions of the Work not performed. Construction Manager may be required to continue to provide all other agreed upon Pre Construction services.

6.1.2.5 The Construction Manager will not be due any increases in the Construction Manager's Fee on increases in the GMP value that do not exceed a cumulative total of a specified amount which shall be stated as a "nominal overage" in the GMP Addendum. Should the GMP value be increased by more than such nominal overage amount under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Construction Manager's Fee will be (5) five percent of that portion of the accumulative increases in the GMP value that exceed the GMP value by more than such nominal overage amount.

6.1.3 Cost of the Work. The Phrase "Cost of the Work" shall mean all costs necessarily and reasonably incurred by Construction Manager in the proper performance of the Construction Phase Services portion of the Services. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of City only after Construction Manager has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection 6.1.3:

6.1.3.1 Construction Phase Costs: The following items constitute the elements that can be included in the Construction Phase Cost calculations.

6.1.3.1.1 Wages of construction workers directly employed by Construction Manager to perform the construction of the Work at the Project site or, with City's written agreement, at off-site workshops;

6.1.3.1.2 Wages of Construction Manager's supervisory, technical and administrative personnel who are stationed at the Project site as specified in Schedule 1 to the proposed GMP;

6.1.3.1.3 Wages of Construction Manager's supervisory and administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only with City's written agreement;

6.1.3.1.4 Wages of Construction Manager's supervisory, technical, and administrative personnel when assigned to this Project and specifically working on this Project in the Construction Manager's administrative or home office, as specified in Schedule 1 to the proposed GMP ;

6.1.3.1.5 Payments made by Construction Manager to subcontractors in accordance with the requirements of the applicable written subcontracts;

6.1.3.1.6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents;

6.1.3.1.7 Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof;

6.1.3.1.8 Minor expenses at the site, such as internet, long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost.

6.1.3.2 Subcontract and Material Costs. All Subcontractor Costs will be documented and signed by Subcontractor invoices and all material costs will be documented by copies of invoices. Subcontract and Material Costs may also be referred to as "Reimbursable Costs". All requests for payment of expenses eligible for reimbursement under the terms of this Agreement, unless otherwise specifically stated herein, shall be reimbursed per the City's Reimbursable Schedule that is attached hereto as **Exhibit "J"** and made a part of this Agreement. Reimbursable Costs shall include:

6.1.3.2.1 Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area;

6.1.3.2.2 Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of a specified percentage, to be stated in the GMP Addendum of the final Contract Amount, adjusted to include any previously deducted City Direct Purchase amounts, and Construction Manager bonds will be cost at a fixed rate of a specified percentage, to be stated in the GMP Addendum. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor

bonds the Construction Manager deems appropriate. **There shall be no Construction Phase Fee on this item**;

6.1.3.2.3 Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles, provided they have resulted from causes other than the negligent misconduct of Construction Manager;

6.1.3.2.4 Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable;

6.1.3.2.5 The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship, or other causes due to the negligence of the Construction Manager or his subcontractors or suppliers. No costs shall be paid by the City to the Construction Manager for any expenses made necessary to correct defective workmanship, or to correct any work not in conformance with the Plans and Specifications, or to correct any deficiency or damage caused by negligent acts by the Construction Manager;

6.1.3.2.6 Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of Subcontractors, except in the case of a Subcontractor's default;

6.1.3.2.7 Costs for trash and debris control and removal from the site;

6.1.3.2.8 Costs incurred due to an emergency affecting the safety of persons and property;

6.1.3.2.9 Legal costs reasonably and properly resulting from prosecution of the Project for the City, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations: 1) The City approved, in writing, incurring such costs in advance, which approval shall be in the City's sole discretion; and 2) the legal costs were not incurred as result of the Construction Manager's own negligence or default. This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders, or in enforcing the obligations of this Agreement;

6.1.3.2.10 Transportation outside of Osceola City for those personnel employed directly for the project, not including relocation expenses. Such transportation must be extraordinary and be approved in advance by the City's Representative, and will be in accordance with the Construction Manager's standard personnel policy;

6.1.3.2.11 Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the project;

6.1.3.2.12 Costs for watchman and security services for the project, if necessary;

6.1.3.2.13 Costs for efficient logistical control of the Project, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space;

6.1.3.2.14 Costs for such temporary facilities and temporary protection during construction, as approved by the City, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software;

6.1.3.2.15 Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Work;

6.1.3.2.16 Costs, including transportation, installation, maintenance, dismantling and removal or materials, supplies, temporary facilities (including Project field offices, furniture and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by Construction Manager;

6.1.3.2.17 Rental charges, at standard industry rates for the area, for temporary facilities, machinery, vehicles, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site, whether rented from Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from Construction Manager or others, shall be subject to the prior written approval of City's Representative;

6.1.3.2.18 Costs, fees and assessments for the building permit and for other permits, licenses and inspections for which Construction Manager is required by the Contract Documents to pay;

6.1.3.2.19 Cost of Public Information Programs or other neighborhood functions hosted by Construction Manager at the direction of City's Representative;

6.1.3.2.20 Costs of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of this Agreement;

6.1.3.2.21 Cost of documentation, inspection and testing as required for the preparation of the Final Estimate and implementation of the FDOT Contractor Quality Control process;

6.1.3.3 Costs Not To Be Reimbursed. The Cost of the Work shall not include the following items: Except as provided in Article 6, Section 6.1.3.1:

6.1.3.3.1 Temporary living and travel expenses of employees who are not relocated, but are assigned to the Project;

6.1.3.3.2 Except as provided in the Fringe Benefits rate included in Article 6, Section 6.1.3.1.4, expenses of Construction Manager's principal office and offices other than the Project site office;

6.1.3.3.3 Overhead and general expenses, except as may be expressly included in Article 6, Section 6.1.3.1 and 6.1.3.2;

6.1.3.3.4 Construction Manager's capital expenses, including interest on Construction Manager's capital employed for the Work;

6.1.3.3.5 Rental costs of machinery and equipment, except as specifically provided in Article 6, Section 6.1.3.2.1;

6.1.3.3.6 Except as expressly provided in Article 6, Section 6.1.3.2.5, costs due to the negligence of Construction Manager, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied;

6.1.3.3.7 Any costs not specifically and expressly described in Article 6, Section 6.1.3.1 and 6.1.3.2 above;

6.1.3.3.8 Construction Manager is responsible, without reimbursement from City, for re-inspection fees and costs; to the extent such re-inspections are due to the negligence of the Construction Manager;

6.1.3.4 Adjustments in Construction Phase Costs: For changes in the Project as provided in Article 7, the Construction Phase Costs shall be adjusted as follows:

6.1.3.4.1 The Construction Manager shall be paid an additional amount, subject to negotiation, if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss, excluding any condition that may have been caused from negligent acts by the Construction Manager.

6.1.3.4.2 Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs or Construction Manager's Fee paid to the Construction Manager, unless such delays are as defined in Article 7.

6.1.4 City's Allowance: The GMP Addendum shall include the City's Owner Allowance, which permits the City to authorize the Construction Manager to perform work which may not have been specifically addressed in the original contract documents, but which the City deems necessary for the project. The City's Allowance is also intended to protect against price increases between the GMP Addendum and the completion of the 100% Construction Documents, as

well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction, and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the City's Allowance prior to the release of funds by the City. Documentation for use of the City's Allowance shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. The Architect/Engineer shall verify the actual costs. The maximum dollar amount of permitted Allowance Work shall be 5% of the GMP or $250,000, whichever is less. The City Manager or his designee can approve the use of the City's Allowance up to $50,000 per occurrence. When allowance funds are utilized for changes and/or additions to the work, the CM shall submit a written request to the City's Representative, in the same manner as a change order request. The City's Representative shall prepare an Allowance Authorization Release, in form attached here to as **Exhibit "I"** to this Agreement.

The GMP Addendum may, at the City's discretion, also contain allowance time, not to exceed fifteen (15) percent of the total amount of time allotted for the work. This time shall be used for any unforeseen changes to the work which may cause the time to be extended and will be granted via an Allowance Authorization Release, approved by the City Manager or his designee.

6.1.4.1 Following the full execution of the GMP Addendum, at a point mutually agreed upon between the City's Representative and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds may be taken from the City's Allowance. If the net amount of the buyout results in a savings, the savings will be assigned to the City's Buyout Allowance.

6.1.5 The City's Buyout Allowance shall be created by savings generated by the subcontractor buyout, unused contingency funds, and also by reductions in scope that otherwise could reduce the GMP. The intent of this City's Buyout Allowance is to allow funds already approved within the GMP Addendum to remain and be used at the City's discretion for scope issues that may become required and/or desired during the course of the project. Authorizations up to $50,000, for the use of the City's Buyout Allowance, will be granted by the City Manager, or his designee. Authorizations for more than $50,000 will be required to be obtained from the Board. The City's Representative shall prepare an Allowance Authorization Release, in form attached here to as **Exhibit "N"** to this Agreement.

ARTICLE 7

CHANGE IN THE PROJECT

7.1 Change Orders:

7.1.1 City shall have the right, at any time during the progress of the Work, to increase or decrease the Work. Promptly after being notified of a change, but in no event more than 14 days after its receipt of such notification (unless City's Representative has agreed in writing to a longer period of time), Construction Manager shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by the Architect/Engineer, no addition or changes to the Work shall be made except upon written order of City, and City shall not be liable to

Construction Manager for any increased compensation or adjustment to the Contract Time without such written order.

7.1.2 A Change Order, in form attached here to as **Exhibit "H"** to this Agreement, shall be prepared by City's Representative, reviewed by Architect/Engineer and Construction Manager, and executed promptly by the parties after an agreement is reached between Construction Manager and City, concerning the requested changes. Construction Manager shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as City and Construction Manager shall mutually agree.

7.1.3 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of any unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably would not have been discovered by Construction Manager as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Construction Manager shall provide City's Representative with prompt written notice thereof before conditions are disturbed and in no event later than 48 hours after first observance of such conditions. City's Representative and Architect/Engineer shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Construction Manager's cost of, or time required for, performance of any part of the Work, City will acknowledge and agree to an equitable adjustment to the Contract Amount or Contract Time, or both, for such Work. If City's Representative determines that the conditions at the site are not materially different from those indicated in the Contract Document or not of an unusual nature or should have been discovered by Construction Manager as part of its investigative services, and that no change in the terms of the Contract is justified, City shall so notify Construction Manager in writing, stating its reasons. Claims by Construction Manager in opposition to such determination by City must be made within 48 hours after Construction Manager's receipt of the written determination of City's Representative. If City's Representative and Construction Manager cannot agree on an adjustment to the Contract Amount or Contract Time, the parties shall comply with the dispute resolution procedure set forth in the Contract Documents.

7.1.4 The increase or decrease in the GMP as set forth in the GMP Addendum resulting from a change in the Project shall be determined in one or more of the following ways: 1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect/Engineer and City's Representative, or 2) by unit prices stated in the Agreement or subsequently agreed upon.

7.1.5 If none of the methods set forth in Article 7, Section 7.1.4 is agreed upon, the Construction Manager, provided he receives a written order signed by the City, shall promptly proceed with the Work involved. The increase or decrease in the GMP shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate, without prior written approval by the City's Representative. In such case, and also under Article 7, Section 7.1.4

above, the Construction Manager shall keep and present, in such form as the City's Representative may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Work as outlined in Article 6., Section 6.1.3.2 .

7.1.6 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the City or the Construction Manager, the applicable unit prices and GMP shall be equitably adjusted.

7.1.7 In the event the Construction Manager encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop Work in the area affected and report the condition to the City in writing. City shall thereafter, as soon as reasonably possible, conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste, or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the City to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith. The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

7.1.8 The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to the changes clause herein.

7.1.9 *Intentionally omitted*.

7.1.10 Claims for Additional Cost or Time: All claims for additional cost or time, in excess of what is addressed in Article 6.1.4, shall be made by request for a Change Order submitted as provided in this Article. The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the Work by any act or neglect of the City or the Architect/Engineer or of any employee of either or by any separate Construction Manager employed by the City or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the City pending resolution of disputes, and such delay extends the completion date, then the dates for completion may be equitably adjusted. Only delays, which are determined to extend the critical path of the schedule for constructing the project, will result in a time extension.

7.1.11 Minor Changes in the Project: The City will have authority to order minor changes in the Project not involving an adjustment in the Contract Amount or Contract Time

and not inconsistent with the intent of the Construction Documents. Such changes shall be effected in writing. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. Changes shall be approved by the City and Architect/Engineer.

7.1.12 Emergencies: In any emergency affecting the safety of persons or property, the Construction Manager shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the GMP or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided herein. Construction Manager shall take immediate action to prevent injury to any person or damage to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project Site. If conditions are such that it is safe to return to the Project site, Construction Manager shall give Architect/Engineer written notice within 48 hours after the occurrence of the emergency, if Construction Manager believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Construction Manager fails to provide the 48 hour written notice noted above, Construction Manager shall be deemed to have waived any right it otherwise may have had to seek and adjustment to the Contract Amount or an extension to the Contract Time. Construction Manager is obligated to promptly report in writing to City all accidents relating to the Work that result in any personal injury or property damage.

ARTICLE 8

PAYMENTS TO THE CONSTRUCTION MANAGER

8.1 Progress Payments for Construction Phase Services

8.1.1 Construction Manager's monthly Applications for Payment shall be in a form, as shown in **Exhibit "F"**, and shall contain such detail and backup as City reasonably may require. Such detail and backup shall include documentation of actual payments made.

8.1.2 At the time it submits its GMP Proposal to City, Construction Manager shall submit to City's Representative and Architect/Engineer, for their review, a Schedule of Values based upon the GMP Proposal. The Schedule of Values will be based on the major items of work. The Schedule of Values will be structured so that the costs of the major items of work can be allocated to the various elements of work. The Schedule of Values shall be updated for the current month Change Orders and submitted each month to Architect/Engineer along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit "F"**.

8.1.3 If the payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at an approved location off site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that City has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which shall be subject to City's satisfaction.

8.1.4 Construction Manager shall submit a notarized original of its monthly Application for Payment to City's Representative, or Architect/Engineer, as directed by the City's Representative, on a monthly basis, on or before the 25th of each month. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Within seven calendar days after receipt of each Application for Payment, Architect/Engineer shall submit to City's Representative, a certification of the Application for Payment in the amount recommended by Architect/Engineer as being due and owing Construction Manager. Upon approval by City's Representative, payment shall be made to Construction Manager in accordance with the Florida Prompt Payment Act Statute 218.735. As a condition to the application for the monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within 30 days after receipt of information that a change to the Construction Documents has occurred.

8.1.5 Five percent (5%) retainage shall be held on all payments until the Construction is complete in accordance with Section 255.078, Florida Statutes. Except when approved by the City, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. Retainage shall not be withheld on services or fees set forth in Article 6, Section 6.1.2 and 6.1.3.

8.1.6 Monthly payments to Construction Manager shall in no way imply approval or acceptance of Construction Manager's work.

8.1.7 Each Application for Payment shall be accompanied by a Release and Affidavit showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full through the previous month's Application for Payment. City shall not be required to make payment until and unless these affidavits are furnished by Construction Manager. Further, if Construction Manager is withholding any portion of a payment to any subcontractor for any labor, services, or materials for which City has paid Construction Manager, Construction Manager agrees to refund such money to City.

8.2 Payments Withheld

Architect/Engineer shall review each Application for Payment submitted by Construction Manager and shall make recommendations to City's Representative as to the proper amounts, if any, which may be owed Construction Manager under the Application for Payment. Both Architect/Engineer and City's Representative shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Construction Manager in an Application for Payment, and City's Representative may withhold any payments otherwise due Construction Manager under this Agreement, to the extent it is reasonably necessary, to protect City from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against City attributable to the negligence of Construction Manager; (c) Construction Manager's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Construction Manager's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Construction Manager. City shall have the right, but not the obligation, to

take any corrective action City deems appropriate to cure any of the above noted items, at the Construction Manager's expense, if Construction Manager has not started with a cure, to the City's reasonable satisfaction, of any of the above noted items within five working days after Construction Manager's receipt of written notice from City.

8.3 Final Payment.

City shall make final payment to Construction Manager provided the Work is finally accepted by City in accordance with Article 2, Section 2.5.2, and provided that Construction Manager first, and as an explicit condition precedent to the accrual of Construction Manager's right to final payment, shall have furnished City with a properly executed and notarized final release (conditioned only upon receipt of final payment) in the form of the Release and Affidavit attached to the Agreement as **Exhibit "E"**, as well as a duly executed copy of the surety's consent to final payment and such other documentation that may be required by the Contract Documents or City. Construction Manager's acceptance of final payment shall constitute a full waiver of any and all claims by Construction Manager against City arising out of this Contract or otherwise relating to the Project, except those identified in writing by Construction Manager as unsettled in the final Application for Payment. Neither the acceptance of the Work nor the payment by City shall be deemed to be a waiver of City's right to enforce any obligations of Construction Manager hereunder or to the recovery of damages for defective Work not discovered by City's Representative or Architect/Engineer at the time of final inspection. The Project will be considered complete when all Work has been completed and accepted by the Board of City Commissioners. The Construction Manager will then be released from further obligation except as set forth in Section 2.6 Warranty.

ARTICLE 9

INSURANCE, WAIVER OF SUBROGATION, AND INDEMNITY

9.1 Construction Manager's Insurance:

9.1.1 The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City, nor shall the Construction Manager allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida with an A.M. Best & Company rating of no less than A. The insurance company must have a current A.M. Best & Company financial rating of Class VIII or higher. The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The insurance company must have been in such insurance business continuously for not less than 5 years prior to the date of the execution of this Agreement.

9.1.2 Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of

the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the City, for the protection of employees not otherwise protected. Employers' liability shall be set at $1,000,000/1,000,000/1,000,000.

9.1.3 Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

9.1.3.1 Construction Manager's Comprehensive General, $1,000,000 Each ($2,000,000 aggregate) Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit

9.1.3.2 Automobile Liability Coverages, $1,000,000 Each Bodily Injury & Property Damage Occurrence, Combined Single Limit

9.1.3.3 Excess Liability, Umbrella Form $2,000,000 Each Occurrence, Combined Single Limit

9.1.3.4 Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis. There shall not be an EFIS Exclusion Endorsement on any general liability policy. The Products and Completed operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the City.

9.1.4 Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

9.1.5 *Intentionally omitted.*

9.1.6 "XCU" (Explosion, Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

9.1.7 Broad Form Property Damage Coverage, Products & Completed Operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.

9.1.8 Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

9.1.9 Certificate of Insurance - The City shall be furnished proof of coverage of Insurance as follows:

9.1.9.1 Certificate of Insurance form will be furnished to the City. These shall be completed and signed by an authorized Resident Agent. This Certificate shall be dated and show: the name of the insured Construction Manager, the

specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date. Such Certificates of Insurance shall be updated within five (5) business days of the expiration of or material change to any insurance evidenced on the Certificate of Insurance.

9.1.9.2 Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverages required in this Section.

9.1.9.3 City of Kissimmee, a municipal corporation of the State of Florida, is to be named as an Additional Insured under all policies except for Worker's Comp.

9.1.9.4 The insurance evidenced by the certificate shall be primary and non-contributory to any other insurance of the certificate holder.

9.1.9.5 The Notice to Proceed will not be given until the Construction Manager has obtained all the insurance and Bonds required by the Contract Documents and such insurance has been approved by the City.

9.1.10 The Construction Manager shall not be required to provide Builder's Risk or Architects' and Engineers' Professional Liability Insurance unless specifically requested by the City. The City has Builder's Risk coverage and will provide the Construction Manager with appropriate Certificate of Insurance upon request. The City's Builder's Risk policy does not insure the Construction Manager's tools, machinery or equipment that is stored at the Project site. The Construction Manager should provide insurance in the form of an equipment floater for the Construction Manager's tools and equipment and the City should be named as an additional insured on the Construction Manager's policy with an appropriate waiver of subrogation as to any claims the Construction Manager or the Construction Manager's insurer may have against the City arising from the storage of the Construction Manager's tools and equipment. The Construction Manager shall be responsible for the first $5,000 of any claim against the City's Builder's Risk policy.

9.1.11 The Construction Manager shall not allow a subcontractor to work on the Project without the subcontractor carrying its own Workers Compensation and Liability insurance or the Construction Manager covering the subcontractor under its policies. This requirement is the same for each succeeding sub-tier contractor. The Construction Manager shall provide proof of such coverage to the City upon the City's request.

9.2 Waiver of Subrogation:

9.2.1 The Construction Manager shall ensure all insurance policies it maintains in fulfillment of its obligations under this Agreement shall contain a waiver of subrogation against the City, its officials, employees, agents and consultants. Waiver of subrogation will apply to the general liability and workers compensation policies. The City, a municipal corporation of the State of Florida, shall be named as an additional insured with respect to liability arising from all Services and work performed under this Agreement for automotive and general liability policies of insurance, and such policies should so state in the Certificate of Insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

9.2.2 The Construction Manager hereby waives all rights against the City for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

9.3 Indemnification of City

Construction Manager, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to City) protect and hold the City, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Construction Manager to comply with applicable laws, rules or regulations, (ii) the breach by Construction Manager of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Construction Manager's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Construction Manager, its professional associates, subcontractors, agents, and employees; provided, however, that Construction Manager shall not be obligated to defend or indemnify the City with respect to any such claims or damages arising out of the City's sole negligence. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the City, its agents, officials, and employees including alleged injury to the business or any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include, without limitation, the costs incurred by the City, its agents, officials and employees in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees, costs and expenses incurred by reason of the assertion of any such claim against the City, its agents, officials or employees. The Construction Manager expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Construction Manager, shall in no way limit the Construction Manager's responsibility to release, indemnify, keep and save harmless and defend the City as herein provided. The intention of the parties is to apply and construe broadly in favor of the City the foregoing provisions subject to the limitations, if any, set forth in the Florida Statutes. The Construction Manager shall obtain an endorsement or other affirmative coverage from its insurance policies required by this Agreement insuring the Construction Manager's contractual obligations under this Section. The obligations imposed by this Section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10

TERMINATION OF THE AGREEMENT AND THE CITY'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

10.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the City's failure to make payments thereon, then the

Construction Manager may, upon seven (7) days written notice to the City, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

10.2 City's Right to Perform Construction Manager's Obligations and Termination by City for Cause:

10.2.1 If the Construction Manager fails to perform any of his obligations under this Agreement, including any obligation he assumes to perform work with his own forces, the City may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the City of making good such deficiencies and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.

10.2.2 The City may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient if: the Construction Manager is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of a material provision of the Agreement. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished, nor shall he be relieved from his obligations assumed under Article 6. Reasonable terminal expenses incurred by the City may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

10.2.3 The City may terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the project by whatever method he may deem expedient, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to allow access to the City. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall he be relieved from his obligations assumed under Article 7. Reasonable termination expenses incurred by the City may be deducted from any payments left owing the Construction Manager (excluding moneys owed to the Construction Manager for subcontract work).

10.3 Termination by City Without Cause:

10.3.1 The City may, at any time, terminate this Agreement for the City's convenience and without cause.

10.3.2 Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

10.3.2.1 Cease operations as directed by the City in the notice;

10.3.2.2 Take actions necessary, or that the City may direct, for the protection and preservation of the Work; and

10.3.2.3 Terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for Work directed to be performed prior to the effective date of termination stated in the notice.

10.4 In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable fee, as defined in Article 6, overhead and profit on the Work performed.

ARTICLE 11

ASSIGNMENT AND GOVERNING LAW

11.1 Neither the City nor the Construction Manager shall assign his interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

11.2 This Agreement shall be governed by the Laws of the State of Florida. Venue shall be as specified in Section 13.2.3. The parties waive all rights to trial by jury.

ARTICLE 12

NOTICE OF CLAIM: WAIVER OF REMEDIES

12.1 The City's liability to the Construction Manager for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the City of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions, subject to Section 13.4 herein:

12.1.1 All claims must be submitted as a Request for Change Order in the manner as provided herein;

12.1.2 The Construction Manager must submit a Notice of Claim to City within 20 days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and

12.1.3 Within 10 days of submitting its Notice of Claim, the Construction Manager shall submit to the City its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the City shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the City is prejudiced by the failure of the Construction Manager to give notice.

12.2 After receipt of a Request for Change Order, the City, in consultation with the Engineer, shall deliver to the Construction Manager its written determination of the claim.

12.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 6, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the City or the Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 12.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus 5% for profit. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in such work, and eliminate any other remedies for claim, for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 13

MISCELLANEOUS

13.1 Harmony:

The Construction Manager is advised and hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and his Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

The Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

13.2 Dispute Resolution:

13.2.1 All claims, disputes and other matters in question (hereinafter referred to as a "Controversy") between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

13.2.2 Should either the City or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement between said parties, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

13.2.3 Any litigation between the City and Construction Manager (which term for the purposes of this subparagraph shall include the Construction Manager's surety), whether arising out of any claim as described in Article 12, or Controversy arising out of this Agreement or any breach thereof, shall be brought, maintained, and pursued only in the State of Florida's Ninth Judicial Circuit in and for Osceola County, Florida or in the United State District Court, Middle District of Florida in Orange County, Florida. Construction Manager consents and submits to the jurisdiction of such courts and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

13.3 Construction Manager's Project Records and City's Auditing Rights

The Construction Manager's Project Records shall be maintained as prescribed hereinabove for the minimum period required by State and Federal Law, and shall be made available to the City or his authorized representative at mutually convenient times.

Construction Manager shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of 3 years from the date of termination of this Agreement or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Manager shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. City, and any duly authorized agents or representatives of City, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by City. Further, City, and any duly authorized agents or representatives of the City, including, without limitation, the Department of Inspector General of the Clerk of the Circuit Court and City Comptroller, shall have the right to audit, inspect and copy all of Construction Manager's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Manager shall cooperate in any audit, inspection, or copying of the documents.

If at any time, the City, or its duly authorized agents or representatives, conducts such an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged City, Construction Manager shall pay to City the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Audit Amount is equal to or greater than $10,000.00, which is defined as the total aggregate of City's reasonable audit costs incurred as a result of its audit of Construction Manager, City may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and City. If such amounts owed Construction Manager are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to City within 30 business days of its receipt of City's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

This Article, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Agreement.

13.4 **LIMITATION OF LIABILITY**

IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONSTRUCTION MANAGER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

13.5 Cleanup and Protections

Construction Manager agrees to keep the Project Site clean at all times of debris, rubbish and waste materials arising out of the Work. If Construction Manager fails to keep the Project Site clean, City has the right, after providing a 24 hour written notice, to perform any required clean up and to backcharge the Construction Manager for the costs of such clean up. At the completion of the Work, Construction Manager shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project Site clean and ready for occupancy by City.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Construction Manager from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Construction Manager to condition at least equal to that existing at the time of Construction Manager's commencement of the Work.

13.6 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Construction Manager's performance of the Services pursuant to this Agreement shall become the property of the City after payment is made to the Construction Manager for such instruments or documents.

13.7 No Contingent Fees

The Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.8 Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 768.28 Florida Statutes. Except for the enforcement of the express provisions of this Agreement, which may only be enforced by the expressly identified parties to the Agreement, the City of Kissimmee shall have an maintain all rights, privileges, and immunities of sovereign immunity, including, but not

limited to those at common law, and those rights and limitations of liability set out in section 768.28 Florida Statutes."

13.9 Public Entity Crimes

The Construction Manager understands and acknowledges that this Agreement will be voidable by the City in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Construction Manager.

13.10 Non-Discrimination

The Construction Manager warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

13.11 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. No modification, amendment or alteration in the terms or conditions contained herein, unless otherwise stated herein, shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the City.

13.12 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Construction Manager (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Construction Manager is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Construction Manager shall not pledge the City's credit or make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Construction Manager shall have no right to speak for or bind the City in any manner.

13.13 E-Verify

In accordance with, §448.095, Florida Statutes, CONSTRUCTION MANAGER 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 Contract and shall expressly require any sub-contractors performing work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the sub- CONSTRUCTION MANAGER during the term of this Contract. If DEVELOPER enters into a contract with a sub-developer performing work or providing services on its behalf, CONSTRUCTION MANAGER shall also require the sub-DEVELOPER to provide an affidavit stating that the sub-developer does not employ, contract with, or subcontract with an unauthorized alien. Information on registration

for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.
CONSTRUCTION MANAGER shall, upon request, provide evidence of compliance with this provision to CITY. Failure to comply with this provision is a material breach of the Agreement, and CITY may choose to terminate the Agreement at any time at its sole discretion. CONSTRUCTION MANAGER may be liable for all costs associated with CITY securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

CONSTRUCTION MANAGER, by virtue of acceptance of this Agreement certifies that:

a. CONSTRUCTION MANAGER and its sub-contractors are aware of the requirements of Florida Statutes § 448.095, and upon request from CITY, provide evidence of such compliance.
b. CONSTRUCTION MANAGER and its sub-contractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
c. CONSTRUCTION MANAGER will not enter into a contract with any sub-contractor unless each party to the contract registers with and uses the E-Verify system.
d. Sub-contractor will provide CONSTRUCTION MANAGER with an affidavit stating that sub-contractor does not employ, contract with, or subcontract with unauthorized alien.
e. CONSTRUCTION MANAGER must maintain a copy of such affidavit.
f. CITY may terminate this Contract on the good faith belief that CONSTRUCTION MANAGER or its sub-contractors knowingly violated Florida Statutes §§ 448.09(1) or 448.095(2)(c).
g. If this Contract is terminated pursuant to Florida Statute §448.095(2)(c), CONSTRUCTION MANAGER may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
h. CONSTRUCTION MANAGER is liable for any additional cost incurred by CITY as a result of the termination of this Contract.

13.14 Public Records

CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER shall keep and maintain public records required by the City to perform the service.

If the CONSTRUCTION MANAGER **has questions regarding the application of Chapter 119, Florida Statutes, to the** CONSTRUCTION MANAGER**'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 CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
b. The CONSTRUCTION MANAGER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following

completion of the contract if the CONSTRUCTION MANAGER does not transfer the records to the City.

c. Upon completion of the contract, the CONSTRUCTION MANAGER shall transfer, at no cost, to the City all public records in possession of the CONSTRUCTION MANAGER or keep and maintain public records required by the City to perform the service. If the CONSTRUCTION MANAGER transfers all public records to the City upon completion of the Contract, the CONSTRUCTION MANAGER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSTRUCTION MANAGER keeps and maintains public records upon completion of the Contract, the CONSTRUCTION MANAGER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
d. Upon notice to the CONSTRUCTION MANAGER of a request to inspect or copy public records relating to a City's contract for services, the CONSTRUCTION MANAGER shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
e. If the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

13.15 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 CONSTRUCTION MANAGER, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

13.16 Antitrust Violator 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 CONSTRUCTION MANAGER, supplier, sub-contractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

13.17 Human Trafficking

CONSTRUCTION MANAGER shall provide CITY with an affidavit signed by an officer or representative of DEVELOPER attesting, under penalty of perjury, that CONSTRUCTION MANAGER does not use coercion for labor or services as defined by section 787.06, Florida Statute.

13.18 Scrutinized Vendor List

By acceptance of this Agreement, CONSTRUCTION MANAGER certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §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 §287.135, Florida Statutes. If CITY determines, using credible information available to the public, that DEVELOPER has submitted a false certification, CITY shall provide CONSTRUCTION MANAGER with written notice of its determination. CONSTRUCTION MANAGER shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONSTRUCTION MANAGER does not make such demonstration within ninety (90) days after receipt of the notice, CITY shall bring a civil action against CONSTRUCTION MANAGER. If a civil action is brought and the court determines that CONSTRUCTION MANAGER has submitted a false certification, CONSTRUCTION MANAGER shall pay a civil penalty equal to the greater of two million ($2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONSTRUCTION MANAGER will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date CITY determined that CONSTRUCTION MANAGER submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

13.19 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Construction Manager shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Construction Manager.

13.20 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 13.15. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For City:

City of Kissimmee Public Works & Engineering Director
101 Church Street
Kissimmee, Florida, 34741
Attention: Public Works & Engineering Director

For Construction Manager:

13.21 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

13.22 Annual Appropriations

Construction Manager acknowledges that during any fiscal year the City shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the City may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The City may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the City agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the City's performance and obligation to pay the Construction Manager under this Agreement is contingent upon annual appropriations being made for that purpose.

13.23 Unauthorized Alien(s)

The Construction Manager shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the City's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the City, the Construction Manager shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

13.24 Construction Manager Representations - The Construction Manager hereby represents and warrants the following to the City:

13.24.1 Construction Manager is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida;

13.24.2 Construction Manager's performance under this Agreement will not violate or breach any contract or agreement to which the Construction Manager is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation;

13.24.3 Construction Manager has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms;

13.24.4 Construction Manager now has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner;

13.24.5 Construction Manager has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement;

13.24.6 Construction Manager has the personnel and experience necessary to perform all Services in a professional and workmanlike manner;

13.24.7 Construction Manager shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances;

13.24.8 Construction Manager shall, at no additional cost to the City, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement;

13.24.9 Each individual executing this Agreement on behalf of the Construction Manager is authorized to do so.

13.25 Waiver

A waiver by either City or Construction Manager of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

ARTICLE 14
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

14.1 Direct Materials Acquisition by City - Supply Bonds:

14.1.1 Each Subcontractor shall include Florida State Tax and other applicable Sales Taxes for all material, supplies and equipment included in the Subcontractor's bid.

14.1.2 The City may, if not prohibited by Law, exercise a right to purchase directly various construction materials, supplies and equipment that may be part of the Subcontract. Any materials purchased by the City shall be referred to as "City Purchased Materials" and the responsibilities of both the City and the Construction Manager relating to such City Purchased Materials shall be governed by the terms and conditions of the "Sales Tax Exempt Purchasing Procedures for Public Projects", which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.

14.1.3 The City will issue its own Purchase Orders directly to the vendor. The City's Purchase Order shall contain or be accompanied by the City's Certificate of Entitlement and must include the City's name, address, and exemption number. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager, for prices negotiated by the Construction Manager or Subcontractor. The Construction Manager will provide all the necessary information for preparation of the purchase orders by the City and will coordinate the purchase of the materials in a timely manner so as not to negatively impact on the performance of the construction activity of the project.

14.1.4 The Subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the City shall not relieve the Subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the Subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning, and the management of all applicable warranties.

14.1.5 Notwithstanding the transfer of City Purchased Materials by the City to the Subcontractor's possession, the City shall retain title to any and all City Purchased Materials.

14.1.6 The Contractor shall maintain products liability insurance, which shall include City Purchased Materials, as required for the normal practice of general contracting.

14.1.7 The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the City and the Construction Manager. The premium cost for this supply bond shall be included in the sub-contractor’s cost. Verifying that a designated material supplier can furnish a supply bond (if required) will be the responsibility of the Subcontractor. City reserves the right to waive the requirement of providing a supply bond at the discretion of City.

14.1.8 If the State of Florida assesses any Sales Tax penalties and/or interest against the Construction Manager or any of its Subcontractors or Material Suppliers relating to the direct acquisition of materials and/or equipment by City as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by City to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

14.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

14.2.1 The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The City, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

14.2.2 Any equipment, materials or supplies directly purchased by the City that are included in the Subcontractor's contract shall be referred to as City Purchased Materials and the responsibilities of both the City/Public Entity and the Subcontractor relating to such City Purchased Materials shall be governed by the terms and conditions of these procedures.

14.2.3 Material suppliers shall be selected by the Subcontractor awarded the subcontract.

14.2.4 The Subcontractor has included the price for all construction materials plus applicable taxes in their bid. City purchasing of construction materials, if selected, will be administered on a deductive Change Order basis, the Subcontract amount shall be reduced by the net undiscounted amount of these Purchase Orders, plus all sales tax.

14.2.5 The Subcontractor shall provide the Construction Manager a list of all intended suppliers, vendors, and material men for consideration as City Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values and the Project schedule. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.

14.2.6 Upon request from Construction Manager, and in a timely manner, the Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the City and the Construction Manager, to specifically identify the materials, which City has, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:

A. the name, address, telephone number and contact person for the material supplier
B. manufacturer or brand, model or specification number of the item
C. quantity needed as estimated by Subcontractor
D. the price quoted by the supplier for the materials identified therein, including freight
E. any sales tax associated with such quote
F. delivery dates as established by Subcontractor

14.2.7 Subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors; i.e., warranties, retainage, etc. The Purchase Order Requisition Forms are to be submitted to the City's designated representative no less than seven (7) days prior to the need for ordering such City Purchased Materials, in order to provide sufficient time for City review and approval and to assure that such Directly Purchased Materials may be directly purchased by City and delivered to the Project site without any delay to the Project.

14.2.8 After receipt of the Purchase Order Requisition Form, the City’s Representative shall prepare Purchase Orders for equipment, materials or supplies which the City chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The City's Procurement Director or their designated representative shall be the approving authority for the

City on Purchase Orders in conjunction with City Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the City Purchased Materials on the delivery date provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The City's Purchase Orders shall contain or be accompanied by the City's Certificate of Entitlement and must include the City's name, address, and exemption number.

14.2.9 In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the City, through the Construction Manager, one or more deductive Change Orders, referencing the full value of all City-Purchased materials to be provided by each supplier from whom the City elected to purchase material directly, plus all sales tax savings associated with such materials in the Subcontractor's bid to the Construction Manager.

14.2.10 All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.

14.2.11 Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by the City in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the City due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor shall provide all services required for the unloading, handling and storage of materials through installation. The Subcontractor agrees to indemnify and hold harmless the City from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor.

14.2.12 As City Purchased Materials are delivered to the jobsite, the Subcontractor and the Construction Manager, as City's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Subcontractor shall assure that each delivery of City Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the City or Construction Manager may require. The Construction Manager, as City's Representative, shall verify in writing to the City the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the City through the Construction Manager for payment. The invoice shall be thereupon furnished to the City for processing and payment in the manner as all other City invoices are processed. The City shall have the right to assign City personnel to verify and audit the accuracy of all City Purchased Material documents.

14.2.13 The Subcontractor shall ensure that City Purchased Materials conform to the Specifications and determine, prior to incorporation into the Work, if such materials are patently defective, whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Subcontractor discovers defective or nonconformities in the City Purchased Material upon such visual inspection, the Subcontractor shall not utilize such nonconforming or

defective materials in the Work and instead shall promptly notify the Vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the City, through the Construction Manager, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporates City Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Subcontractor shall be responsible for all damages to the City resulting from the Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective, or nonconforming, the Subcontractor shall promptly take action to remedy the defect or nonconformance so as not to delay the work.

14.2.14 The Subcontractor shall maintain records of all City Purchased Materials it incorporates into the Work from the stock of City Purchased Materials in its possession. The Subcontractor shall account monthly to the City, through the Construction Manager, for any City Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials, which have been incorporated into the Work.

14.2.15 The Subcontractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.

14.2.16 Notwithstanding the transfer of City Purchased Materials by the City to the Subcontractor's possession, the City shall retain title to any and all City Purchased Materials.

14.2.17 The transfer of possession of City-Purchased Materials from the City to the Subcontractor shall constitute a bailment for mutual benefit of the City and the Subcontractor. The City shall be considered the bailor and the Subcontractor the bailee of the City Purchased Materials. City Purchased Materials shall be considered returned to the City for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. The Bailee shall have the duty to safeguard, store and protect all City Purchased Materials.

14.2.18 The City shall purchase and maintain insurance pursuant to the requirements set forth in the City and Construction Manager Agreement which shall be sufficient to protect against any loss of or damage to City Purchased equipment, materials or supplies. Such insurance shall cover the full value of any City Purchased Materials not yet incorporated into the Project from the time the City first takes title.

14.2.19 The City shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, City Purchased Materials.

14.2.20 On a monthly basis, the Subcontractor shall be required to review invoices submitted by all suppliers of City Purchased Materials delivered to the Project site during that month and either concur or object to the City's issuance of payment to the suppliers, based upon the Subcontractor's records of materials delivered to the site and any defects in such materials.

14.2.21 In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the City, through the Construction Manager, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the City. Upon receipt and verification of the appropriate documentation, the City shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Subcontractor agrees to assist the City to immediately obtain partial or final release of lien waivers as appropriate.

14.2.22 At the end of the Project, any refund for surplus materials returned to suppliers, plus applicable sales tax savings amount, shall be credited with an additive Change Order to the Subcontractor's agreement with the Construction Manager. Salvage materials shall be the property of the City and stored or removed from the site by the Subcontractor at the City's direction.

ARTICLE 15
INCORPORATION OF EXHIBITS

15.1 The following Exhibits, attached hereto, are hereby fully incorporated herein by this specific reference as if fully set forth in the body of this Agreement:

Exhibit "A"	**-**	**RFP2025-009 and Construction Manager's Proposal**
Exhibit "B"	**-**	**Pre-Construction Services Addendum**
Exhibit "C"	**-**	**GMP Addendum**
Exhibit "D"	**-**	**Certificate of Substantial Completion**
Exhibit "E"	**-**	**Release and Affidavit**
Exhibit "F"	**-**	**Application for Payment Form**
Exhibit "G"	**-**	**Final Payment Request Checklist / Certificate of Final Completion**
Exhibit "H"	**-**	**Change Order**
Exhibit "I"	**-**	**Allowance Authorization Release**
Exhibit "J"	**-**	**Schedule of Reimbursable**
Exhibit "K"	**-**	**Hourly Rate Schedule**
Exhibit "L"	**-**	**Affidavit Certification Immigration Laws**
Exhibit "M"	**-**	**Public Construction Bond**
Exhibit "N"	**-**	**Buy-Out Allowance Authorization Release**
Exhibit "O"	**-**	**Human Trafficking Affidavit**

[SIGNATURE PAGE FOLLOWS]

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

CORE Construction Services of Florida LLC

By: _____

Title: Vice President

Date: February 17, 2026

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 17th day of February, 2026, by means of ☒ physical presence or ☐ online notarization, by Brent R. Elliott as Vice President for CORE Construction Services of FL, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: Annette Guida

My Commission Expires: 03/18/2029

CITY OF KISSIMMEE

By: _____

Date: _____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

EXHIBIT "A"

RFP2025-009 and Construction Manager's Proposal

Fire Station

110 Hillcrest St
Orlando, FL 32801

T 407-519-1390

February 3, 2026

Ivan Lespier
City of Kissimmee
Public Works & Engineering
Email: ivan.lespier@kissimmee.gov

Re: CM at Risk Services - Preconstruction Phase Proposal
Kissimmee Lakeside Fire Station & Durbin Park Community Center

Dear Mr. Lespier,

CORE is pleased to submit our proposal for preconstruction services for the Kissimmee Lakeside Fire Station & Durbin Park Community Center project. Our service fee is broken down as follows:

Deliverables		
Kissimmee Durbin Park Community Center	$	38,321.00
01 - GMP	$	38,321.00
Kissimmee Lakeside Fire Station	$	33,690.00
01 - GMP	$	33,690.00
Grand Total - Preconstruction Phase Services	$	72,011.00

This following services are provided:

+ Site Logistics Planning
+ Construction Schedule Development
+ General Conditions & General Requirements Study
+ Constructability Review
+ Bid Advertising
+ Material Procurement Strategy
+ Permitting
+ GMP Development
+ VE Analysis

Please feel free to contact us with any questions or comments. Thank you again for the opportunity to serve City of Kissimmee on this project.

Sincerely,

CORE

Jake Otten
Vice President of PreConstruction

BE

EXHIBIT "B"

PRE-CONSTRUCTION SERVICES ADDENDUM

Fire Station

I. Construction Team Representatives

City .....City of Kissimmee

- James Walls – Fire Chief
- Steve Lackey – Parks & Recreation Director
- Austin Blake – Deputy City Manager
- Luz Phillip – Public Works & Engineering Assistant Director
- David Gomez – Engineering Manager
- Ivan Lespier – Sr Project Manager
- Wendy Romero – Asst Project Manager

Architect/Engineer .....The Lunz Group.

- Bradley Lunz, President
- Michael Porter, Project Architect

Construction Manager.....CORE Construction

- Cody Kiess, President
- Russell Garriso, Vice-President
- Mike Godek, Sr. Project Manager
- Owen Minshall, Project Manager
- Jack Melbostad, Pre-Construction Manager
- Ken McNally, Superintendent

II. Pre-Construction Phase Services

1. 100% Design Development Estimate

2. GMP Proposal Estimate

III. Omitted Services as previously included in Article 2 of the Agreement

IV. Revised Services as previously included in Article 2 of the Agreement

V. Construction Manager's Staff Positions to be assigned to the Pre-Construction/Design Phases

Position	Name	Duration in Months	Percentage of Time Assigned
Project Executive	Russell Garrison	4	20%
Preconstruction Manager	Jack Melbostad	4	60%
Sr. Project Manager	Mike Godek	4	20%
Project Manager	Owen Minshall	4	40%
Superintendent	Ken McNally	2	20%

EXHIBIT "C"

GMP ADDENDUM
to
Agreement between City of Kissimmee and Construction Manager At Risk

Fire Station

Pursuant to the Master Services Agreement (the "Agreement") dated _____ between City of Kissimmee City Commission, a municipal corporation of the State of Florida (the "City") and _____ (the "Construction Manager"), with respect to the Project, as identified and described in the Pre-Construction Addendum, the City and the Construction Manager hereby establish a Guaranteed Maximum Price (GMP), Contract Time for the Work and amend the Agreement as set forth below.

1. The Construction Manager's (GMP) for the Work as defined in Section 6.1.3 and the Construction Manager's Fee as defined in Section 6.1.2, for the Construction Phase Services is _____.

2. This price is for the performance of the Work in accordance with the Schedules listed below and attached to this Addendum as follows:

Schedule 1 Construction Manager's Personnel.
Schedule 2 Contract Drawings & Specifications.
Schedule 3 GMP Bid Breakdown.
Schedule 4 Clarifications, Assumptions, Exclusions and Allowances.

3. Pursuant to Section 1.3.12 of the Agreement, the City's Construction Budget is estimated at $_____ including all Construction Manager fees, costs of the work, the City's Allowances and the Construction Manager's contingencies within the GMP as defined in Articles 2, 3 and 6 of the Agreement.

4. Pursuant to Section 1.3.12 of the Agreement, the City's funds budgeted for the development of the Project including the construction budget and all professional service fees and equipment necessary to develop the project, excluding land costs is $_Amount to be inserted by City_____.

5. Pursuant to Article 2, Section 2.5, the Project critical dates are as follow:

A.	Construction Phase Commencement Date	Date stated in the Notice To Proceed
B.	Project Substantial Completion Date	Enter # of Days from Construction Phase Commencement Date
C.	Project Final Completion Date	30 Calendar Days after Substantial Completion

6. In the event the Construction Manager does not achieve Substantial Completion within the Contract Time, including approved extensions, the Construction Manager shall pay the City, as liquidated damages and not as a penalty, the sum of _____ per day for each calendar day the actual time of performance exceeds the authorized Contract Time.

7. The Construction Manager shall not be due any additional Construction Phase Fee on increases in the GMP that do not exceed a cumulative total of _____. Should the GMP be increased by more than _____ under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be 5% percent of that portion of the accumulative increases in the GMP that exceed the GMP by more than _____.

8. The Construction Manager's Fee for overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, shall be _____% of the

GMP value and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials (see Article 8.1.3), as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less.

9. Pursuant to Section 6.1.3.2.2, the cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of _____% of the final Contract Amount and Construction Manager bonds will be cost at a fixed rate of _____%. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Manager overhead and profit fee on this item.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives, as of the effective date.

CITY OF KISSIMMEE, a municipal corporation of the State of Florida

ATTEST:

Clerk

By: _____
City Clerk

By: _____
City Commission

Date: _____

Approved as to form and legal sufficiency:

_____
Assistant City Attorney

ABCDEFG CONSTRUCTION, a Florida corporation

Attest:

By: _____

_____
Corporate Secretary

Title: _____

SCHEDULE 1 to the GMP ADDENDUM

Fire Station

Construction Manager's Personnel
During Construction Phase

(TO BE COMPLETED AT GMP)

Name	Title	Duration (Months)	Percentage
Off-Site Staff			
On-Site Staff			

SCHEDULE 2 to the GMP ADDENDUM

Fire Station

Contract Drawings & Specifications

SCHEDULE 3 to the GMP ADDENDUM

Fire Station

GMP Bid Breakdown

SCHEDULE 4 to the GMP ADDENDUM

Fire Station

Clarifications, Assumptions, Exclusions and Allowances

EXHIBIT "D"

Fire Station
Certificate of Substantial Completion

Standard AIA Document G704 to be used

EXHIBIT "E"

Fire Station
RELEASE AND AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Osceola County

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Construction Manager") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims, demands damages, costs and expenses, whether in contract or in tort, against the City of Kissimmee City Commission, a body corporate existing under the laws of the State of Florida ("City") relating in any way to the performance of the Agreement between Construction Manager and City, dated _____, 20__, for the period from _____ to _____.

(2) Construction Manager certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which City might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Construction Manager agrees to indemnify, defend, and save harmless City from all demands or suits, actions, claims of liens or other charges filed or asserted against City arising out of the performance by Construction Manager of the Work covered by this Release and Affidavit.

(4) Construction Manager certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Construction Manager from City and has not withheld any such amounts. In the event Construction Manager withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from City with respect to the Application for Payment referenced in Paragraph 5 below, Construction Manager agrees to immediately refund all such unpaid amounts to City.

(5) This Release and Affidavit is given in connection with Construction Manager's [monthly/final] Application for Payment No. _____.

Construction Manager:

By: _____

Title:_____

_____

_____
Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/She is personally know to me or has produced a _____ (state) driver's license no. _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

_____
Notary Public / signature

_____
Printed Name

_____
Title or Rank

_____
Serial Number, if any

EXHIBIT "F"

Fire Station

Application for Payment

Form shall be AIA Document G702 Application and Certificate for Payment

EXHIBIT "G"

Fire Station
Final Payment Request Check List /
Certificate of Final Completion

Items to be submitted with Construction Manager's Request for Final Payment

___ 1. Pay Request (1 copy with original signatures and original seals, noted as FINAL)

___ 2. Final Schedule of Contract Values

___ 3. Consent of Surety to make Final Payment (signed and sealed)

___ 4. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety)

___ 5. Affidavit of Contract Completion (**Exhibit "E"**)

___ 6. Satisfactory Conclusion or Release of Lien from all Subcontractors or laborers who have filed Intent to Lien or have indicated non-payment from the Contractor

___ 7. Construction Manager's Guarantee of Construction for one (1) year from the date of Substantial Completion

___ 8. Copy of the approval by the Architect/Engineer and the transmittal to the City of Manuals, Shop Drawings, As-Builts (one electronic media and two sets of prints), brochures, warranties, and list of Subcontractors with telephone numbers and addresses

___ 9. Verification that City's personnel have been trained in the operation of their new equipment, attendance lists and videos

___ 10. Other special Warranties are required by Specifications in the name of the City

EXHIBIT "G"

Fire Station
CERTIFICATE OF FINAL COMPLETION

Project: _____ City's Project No.: _____

Contract No.:_____ Contract Date:_____

Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the City, Construction Manager and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on _____. This Certificate of Final Completion applies to all Work under the Contract Documents.

All punch list items have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Construction Manager retains responsibility and obligation to the City for warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Construction Manager: _____

By: _____
(Authorized Signature)

_____
(Typed Name & Title)
Date: _____

Professional:_____
(Authorized Signature)

By: _____
(Typed Name & Title)
Date: _____

City: _____
(Division Director)
Date: _____

EXHIBIT "H"

CHANGE ORDER

CHANGE ORDER

City _____
Engineer _____
Contractor _____

PROJECT: Fire Station

CHANGE ORDER NO:

CITY OF KISSIMMEE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

INITIATION DATE:

TO CONTRACTOR:

PROJECT NO: RFP2025-009

ABCDEFG Construction
123 Main Street
Maple, SX 77777

CONTRACT DATE:

The contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price) was…….…… $
Net Change by previously authorized Change Orders……$
The (Contract Sum) (Guaranteed Maximum Price) prior to this change order was……...$
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)
(unchanged) by this Change Order in the amount of……$
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be…… $
The Contract Time will be (increased) (decreased) (unchanged) by ( ) days
The date of Substantial Completion as of date of this Change Order therefore is: SUBSTANTIAL COMPLETION DATE HERE

ARCHITECT/ENGINEER	CONTRACTOR	Kissimmee City Commission CITY
ADDRESS	ADDRESS	101 Church Street ADDRESS
		Kissimmee, Florida, 34741
By_____	By_____	By_____ Mayor / Commissioner
		Or _____ City Manager or Designee
Date_____	Date_____	Date_____

To the CONTRACTOR: Your acceptance of this Change Order shall constitute a modification to our agreement and will be performed subject to all of the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

EXHIBIT "I"

ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT: Fire Station AAR NO:

CITY OF KISSIMMEE,
A MUNICIPAL CORPORATION OF
THE STATE OF FLORIDA

CONTRACT NO:

INITIATION DATE:

CONSTRUCTION MANAGER: ABCDEFG Construction, 123 Main Drive, Maple, XX 12345

ARCHITECT/ENGINEER: The Lunz Group

DESCRIPTION OF ALLOWANCE WORK:

Reason for change:

***Not valid until signed by the City, Architect/Engineer and Construction Manager.**

Amount of Allowance Authorization included in this Contract is _____ $
Amount of Allowance Authorization used to date _____ $
Amount of Allowance Authorization used this AAR _____ $
Balance of remaining AAR _____ $

Original Contract Time _____ days

Amount of the Allowance Authorization time included in this Contract is _____ days

Amount of the Allowance Authorization time used to date _____ days
Amount of the Allowance Authorization time used this AAR _____ days
Balance of remaining Allowance Authorization Time is _____ days
Date of Substantial Completion therefore is _____

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONSTRUCTION MANAGER: _____

Date: _____

ARCHITECT/ ENGINEER: _____

Date: _____

CITY: _____
City Manager or Designee

Date: _____

EXHIBIT "J"

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

	Regular Copying	Single Side	Double Sided
A.			
8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet	
8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet	
8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet	
8 ½ x 14 (color)	$ 0.30/page	$ 0.40/sheet	
11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet	
11 x 17 (color)	$ 0.40/page	$ 0.50/sheet	
9 ½ x 24 Single Side Only	$ 1.00/page		
17 x 22 Single Side Only	$ 2.00/page		
18 x 24 Single Side Only	$ 2.00/page		
24 x 36 Single Side Only	$ 3.00/page		
30 x 30 Single Side Only	$ 5.00/page		
32 x 34 Single Side Only	$ 5.00/page		
Other sizes-per square inch	$ 0.03/page		
Compact Digital Disk	$ 6.00/disk		
B. Blueprint Copy	$10.00/page		

2. Subcontractor Services — Actual Costs

3. Special Consultants — Actual costs

4. Telecommunications
   A. Local — Non-reimbursable
   B. Non-Local — Actual Costs

5. Computer Services — Non-reimbursable

6. Travel Expenses — In accordance with Chapter 112.061, F.S.; and further defined in the City of Kissimmee Employee Handbook

7. Postage, Fed Express, UPS — Actual Costs

8. Pre-approved Equipment (includes purchase and rental of equipment used in project) — Actual Costs

EXHIBIT "K"

Fire Station
HOURLY RATE SCHEDULE

EXHIBIT "L"
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: **RFP2025-009** PROJECT NAME: **Fire Station**

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

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

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

Company Name: _____

_____

Signature Title Date

STATE OF: _____
COUNTY OF:_____

The foregoing instrument was signed and acknowledged before me this ____day of _____,

20___, by _____ who has produced

(Print or Type Name)

_____as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

EXHIBIT M

PUBLIC CONSTRUCTION BOND
FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

_____

_____

OWNER NAME: City of Kissimmee, a municipal corporation of the State of Florida

OWNER ADDRESS: 101 Church Street

Kissimmee, FL 34741

OWNER PHONE NO: (407) xxx-xxxx

OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: $ _____

CONTRACT NUMBER: _____

GENERAL DESCRIPTION OF PROJECT: _____

_____

_____

_____

PROJECT LOCATION: _____

_____

PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound unto City of Kissimmee, a municipal corporation of the State of Florida, as Oblige in the sum of _____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract executed between Principal and City for construction of _____ _____, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and

3. Pays City all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that City sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Reference is hereby made to Section 255.05 Florida Statutes, and to the notice and time limitation provisions thereof:

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20 ___.

ATTEST:

PRINCIPAL:

_____
Witness

BY:_____(SEAL)
Authorized Signature (Principal)

_____
Witness

Printed Name

Title of Person Signing Above

ATTEST:

SURETY:
Printed Name

_____
Witness

BY:_____(SEAL)
Attorney in Fact

_____
Witness

Printed Name

Business Address

EXHIBIT "N"

BUY-OUT ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT: Fire Station

AAR NO:

CITY OF KISSIMMEE,
A MUNICIPAL CORPORATION OF
THE STATE OF FLORIDA

CONTRACT NO: RFP2025-009

INITIATION DATE:

CONSTRUCTION MANAGER: ABCDEFG CONSTRUCTION, 12345 Maple Drive, Maple, XX 12345

ARCHITECT/ENGINEER: The Lunz Group

DESCRIPTION OF ALLOWANCE WORK:

Total: $

***Not valid until signed by the City, Architect/Engineer and Construction Manager.**

Amount of Buy-out Allowance $
Amount of Buy-out Allowance Authorization used to date $
Amount of Buy-out Allowance this AAR $
Balance of remaining Buy-out Allowance $

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONSTRUCTION MANAGER:
Date:

ARCHITECT/ ENGINEER:
Date:

CITY:
City Manager or Designee

Date:

EXHIBIT "O"
HUMAN TRAFFICKING AFFIDAVIT

CITY OF KISSIMMEE 1883

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

_____ 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.H
Railroad Crossing Safety Improvements – Quiet Zone

Request

Request approval to issue a Construction Services Authorization (CSA) under the existing Rapid Response Infrastructure Construction Services contract with Cathcart Construction Company, Florida, LLC (Contract #20260067), for the Railroad Crossing Safety Improvements – Quiet Zone project, in the amount of $120,370.00, and authorize the City Manager or designee to execute any related documents or change orders necessary to implement the CSA.

Explanation

The City of Kissimmee is enhancing safety at several railroad crossings as part of the Railroad Crossing Safety Improvements – Quiet Zone project. These improvements aim to improve safety for pedestrians and vehicles at selected crossings.

The scope covers all labor, materials, equipment, traffic control, and supervision needed to complete the upgrades according to approved plans, including site work and traffic management at specific locations.

The issuance of the CSA, under the current Master Agreement with Cathcart Construction Company, will enable the City to carry out construction efficiently, utilizing a contractor already familiar with the project scope.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10445206-506393 10445206-506393	ST2504 ST26XX	DECREASE INCREASE	$150,000.00 0	$120,370.00 $120,370.00

Financial Summary:

Adequate funding for the Railroad Crossing Safety Improvements - Quiet Zone project is readily available in the Local Option Sales Tax account as listed above.

Recommendation

Approval to issue a CSA under the existing contract with Cathcart Construction for $120,370.00 for the Railroad Crossing Safety Improvements – Quiet Zone project, and authorize the City Manager or designee to sign related documents or change orders.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. Rapid Response Infrastructure Construction Services Contract
2. (S) Construction Services Authorization CCC Signed 2 19 2026

AGREEMENT BETWEEN CITY OF KISSIMMEE
AND
CATHCART CONSTRUCTION COMPANY-FLORIDA, LLC

THIS AGREEMENT is made this 18th day of November, 2025 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, hereinafter "**CITY**" and **CATHCART CONSTRUCTION COMPANY-FLORIDA, LLC,** a Limited Liability Company authorized to do business in the State of Florida, hereinafter "**CONTRACTOR**," collectively hereinafter referred to as "**PARTIES,"** and each represents as follows:

WITNESSETH

WHEREAS, the CITY desires to retain the services of a competent and qualified contractor to provide Rapid Response Infrastructure Construction; and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to 4.3.1.1 of the City's Purchasing Code, the CITY may procure goods and services from bid or proposals from any government subdivisions when its in the best interest of the City of Kissimmee; and

WHEREAS, pursuant to a competitive bidding (Bid No.: RFQu24-0024) and selection process, the City of Orlando, a political subdivision of the State of Florida awarded the bid to**, CATHCART CONSTRUCTION COMPANY-FLORIDA, LLC;** and

WHEREAS, the City of Orlando, Florida, as a Lead Public Agency, subsequently entered into an Agreement on February 10, 2024, which is attached hereto as **Exhibit "A"** and incorporated herein (hereinafter referred to as "MASTER AGREEMENT"); and

WHEREAS, CITY has determined that the specifications in the solicitation by the City of Orlando are similar in nature to the services needed by the CITY, and therefore it is economically advantageous and in the best interest of the CITY to enter into a cooperative purchase contract with CONTRACTOR.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, each party hereby promises to the other as follows:

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

SECTION 2. TERM. The term of this Agreement shall begin upon execution and continue through February 10, 2027, the date of expiration of the MASTER AGREEMENT. This Agreement may be extended if the MASTER AGREEMENT is extended.

SECTION 3. CONTRACT PROVISIONS. The Parties agree that the terms and conditions of the MASTER AGREEMENT entered into by the City of Orlando, Florida and CONTRACTOR are binding to the Parties, unless otherwise agreed to herein.

SECTION 4. PRODUCTS AND PRICING. The CITY shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statues. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until thirty (30) days from the CITY'S receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

SECTION 5. NOTICE. The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Kissimmee
Attn: Ashley L. Willis, P.E.
101 Church Street
Kissimmee, FL 34741

CONTRACTOR: Cathcart Construction Company-Florida, LLC
Attn: Ryan Whitmer
1056 Willa Springs Dr.
Winter Springs, FL 32708

SECTION 6. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 7. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 8. CONFLICT. To the extent that any conflict shall arise between this Agreement and the terms and conditions of the MASTER AGREEMENT, the terms and conditions of this Agreement shall prevail.

SECTION 9. FUND AVAILABILITY AND USE OF CONTRACTOR. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 10. EMPLOYMENT VERIFICATION (E-VERIFY). In accordance with Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: http://www.dhs.gov/E-Verify .

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

SECTION 11. SOVEREIGN IMMUNITY. The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 12. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 13. EQUAL OPPORTUNITY EMPLOYER. CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 14. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of CITY and shall be retained by CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full City audit is complete, whichever comes first. CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act; Chapter 119, Florida Statutes. CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of CITY. CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 15. PROJECT MANAGERS. CITY and CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by CONTRACTOR to serve as its Project Manager for this, Agreement, or any replacement thereof, is subject to prior written approval and acceptance of CITY. If CITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. CITY will notify CONTRACTOR, in writing, if the current CITY Project Manager is replaced by another individual.

A. CITY'S Project Manager's contact information is as follows:

Victor Mercado – Project Manager III
Phone:689.339.2809 Email: victor.mercadovazquez@kissimmee.gov

Yurley Torres – Project Manger II
Phone: 689.332.6164 Email: Yurley.PerezTorres@kissimmee.gov

Ramy Kamal – Project Mangaer II
Phone: 407.518. 2273 Email: Ramy.Kamal@kissimmee.gov

Kevin Malone – Project Manager I
Phone: 321.624.6080 Email: kevin.malone@kissimmee.gov

City of Kissimmee
101 Church Street
Kissimmee, FL 34741

B. CONTRACTOR'S Project Manager's contact information is as follows:

Dan Richards – Project Manager
Phone: 352.536.4225 Email: Drichards@cathcartconstructioncompany.com

Ryan Whitmer – Operations Manager
Phone: 386.785.9198 Email: Rwhitmer@cathcartconstructioncompany.com

SECTION 16. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by CITY. CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should CONTRACTOR provide CITY with products and/or services not under this Agreement, CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency hurricane, tornado, flood, or other acts of God. CONTRACTOR's emergency response will be governed in accordance with the State of Florida Department of Management Services contract number 92121500-20-1, and the approved State of Florida Department of Management Services contract's emergency response bill rates.

SECTION 17. PUBLIC RECORDS. The CITY is a public agency subject to the Florida Public Records Law expressed in Chapter 1 19, Florida Statutes. Accordingly, to the extent that it is determined that CONTRACTOR is acting on behalf of CITY as provided under Section 119.011 (2), CONTRACTOR agrees to also comply with that law, specifically including to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY to perform the service.
2. If the City's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or provide CITY with access to inspect public records within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the CITY.

4. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to a City's contract for services, CONTRACTOR shall provide the records to the CITY or allow the records to be inspected or copied within a reasonable time.

5. If 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.

6. 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.

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

SECTION 18. SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel. If CITY determines, using credible information available to the public, that CONTRACTOR has submitted false certification, CITY shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and CITY may choose to terminate the Agreement at its sole discretion.

SECTION 19. 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.

SECTION 20. INDEMNIFICATION. CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by CITY, caused by the acts and/or omissions of CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. CONTRACTOR agrees to indemnify, defend and hold CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 21. TERMINATION. Either party may terminate this Agreement, with or without cause, given sixty (60) days written notice to the other party.

SECTION 22. ENTIRETY OF AGREEMENT. This Agreement, together with corresponding Exhibits and together with Master Agreement and RFP referenced herein and attached hereto, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. In the event of a conflict between the provisions of this Agreement and either of the corresponding exhibits, the provisions of this Agreement control. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement effective the later of the dates that each party signed this agreement.

CATHCART CONSTRUCTION COMPANY-FLORIDA, LLC
Matt T. Blanton, President

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 20th day of October, 2025, by means of ☑ physical presence or ☐ online notarization, by Matt Blanton as President of Cathcart Construction Company-Florida LLC., who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

Notary Public

Notary Public State of Florida
Ryan N McClellan
My Commission HH 601874
Expires 10/9/2028

CITY OF KISSIMMEE

Jackie Espinosa, Mayor-Commissioner

Date: November 22, 2025

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

NOTICE OF AWARD

Cathcart Construction Company-Florida, LLC
ATT: Matt Blanton
1056 Willa Springs Dr.
Winter Springs, FL 32708

Contractor

Effective Date: 1/9/2024

Project: **RFQu24-0024, Rapid Response Construction Services.**

Date of Bid Opening: **November 9, 2023**

You are hereby notified as of the date indicated above that you are the Successful Bidder on the Project noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you.

Enclosed are the following:

No. Copies	Item
3	Agreement Between City and Contractor
3	Certificates of Insurance or (Accord Form)
3	Notice of Award

Please take the following actions:

1. Execute Agreement.
2. Have your insurance company complete the Certificates of Insurance.
3. Return all 3 copies of documents enclosed no later than fifteen (15) days after the date indicated above to:

CITY OF ORLANDO
Attention: **Silvia Coste, CPP, Senior Purchasing Agent**
Procurement and Contracts Division
400 South Orange Avenue, 4th Floor
Orlando, Florida 32801

We will return a fully executed copy of the contract document to you along with a Notice to Proceed.

BY OWNER:
City of Orlando
Procurement & Contract Division
400 South Orange Avenue 4th Floor
Orlando, FL 32801

By: _____
David Billingsley, CPSM, C.P.M, Chief Procurement Officer

Acknowledge Receipt of Notice

By: _____
Contractor

Title: Matt T. Blanton, President

Date: 1/11/24

AGREEMENT

THIS AGREEMENT is dated as of the 10 day of February in the year 2024 by and between the City of Orlando, Florida ("CITY") and **Cathcart Construction Company-Florida, LLC** ("CONTRACTOR").

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

The Term of this agreement is for an initial three-year (3) term, with two (2) one (1) year renewals for a total of five (5) years.

ARTICLE 1. WORK (INFRASTRUCTURE)

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Rapid Response Repair for City-Wide Underground Utilities, Roads and Drainage Wells.

More particularly, the Work consists of providing emergency or rapid response repairs to City-Wide underground utilities and drainage wells and includes three basic areas of work:

A. **Above or ground repair**; external repair of above ground surface such as excavation and replacement of soil with compaction, roadway, striping, sodding, and miscellaneous reconstruction.

B. **Underground Utilities:** General storm sewer, sanitary sewer, pumping station and pressurized Pipe repairs or replacement including all associated work to complete the job.

C. **General Construction:** General construction services such as lift stations, roads, gravity sewer, pressurized pipe, wastewater treatment plant emergency repairs, sodding & seeding, clearing & grubbing, concrete work, small parks and equipment, above ground structures, demolition work, riprap, excavation and embankment, road restoration, parking lots, irrigation, structure rehabilitation and any other City's related construction project.

1.2 The CITY does not guarantee, warrant, or represent that any number or any particular type of project will be assigned to the CONTRACTOR under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific project, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any project that may be mutually agreed to by the parties. The CITY shall have the sole discretion to select the project(s), if any, that may be given to the CONTRACTOR, and such project(s) will be awarded to the CONTRACTOR by the CITY as a Change Order to this Agreement.

ARTICLE 2. ENGINEER

2.1 DESIGN ENGINEER as named in the Contract Documents is _____.

2.2 ENGINEER is the Director of Public Works.

If the CITY is using an agent to review the Application for Payment to assist the ENGINEER, the agent is identified as follows:

_____
(Name)

_____

_____
(Address)

ARTICLE 3. CONTRACT TIME/TERMS

3.1 The provisions regarding Contract Time and Liquidated Damages will be set forward individually to any set project. also set forth in the Supplementary Conditions. The term of this contract is for an initial two years (24-months term) with the option to renew for three consecutive years (36-months) for a total of five years (60-months term).

ARTICLE 4. CONTRACT PRICE

4.1 CITY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the prices indicated on the Bid Form.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 Progress Payments. CITY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Article 14 of the General Conditions.

5.1.1 Prior to completion of fifty percent (50%) of the Work (which shall be defined for purposes of this Article as the point when the CITY has paid the CONTRACTOR fifty percent (50%) of the Contract Price including approved Change Orders), progress payments will be in an amount equal to ninety-five percent (95%) of the Work completed, and the CITY will pay an amount equal to ninety-five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored on site, less in each case the aggregate of payments previously made. In no event shall payments for materials and equipment stored exceed ninety-five percent (95%) of the value of the related cost for the specific item of work shown in the breakdown of Contract Price regardless of the stated value of the materials or equipment. CITY may, at its sole option, pay an amount equal to ninety-five percent (95%) of materials and equipment not incorporated in the Work stored offsite if stored in a manner acceptable to CITY, as stated above for on-site stored materials. When payment to CONTRACTOR is made for stored materials and equipment, CONTRACTOR shall submit invoices marked paid by the supplier with the next month's request for payment to document that CONTRACTOR has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) or retainage for any stored materials not so properly documented. The CONTRACTOR shall provide the consent of the Surety with each pay application.

5.1.2 Upon completion of fifty percent (50%) of the Work, progress payments will be in the amount equal to ninety-five percent (95%) of the Work completed, and the CITY will pay an amount equal to ninety-five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored on site, less in each case the aggregate of payments previously made. In no event shall payments for materials and equipment stored exceed ninety–five percent (95%) of the value of the related cost for the specific item of work shown in the breakdown of Contract Price regardless of the stated value of the materials or equipment. CITY may, at its sole option, pay an amount equal to ninety-five percent (95%) of materials and equipment not incorporated in the Work stored offsite if stored in a manner acceptable to CITY, as stated above for on-site stored materials. When payment to CONTRACTOR is made for stored materials and equipment, CONTRACTOR shall submit invoices marked paid by the supplier with the next month's request for payment to document that CONTRACTOR has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) or retainage for any stored materials not so properly documented. The CONTRACTOR shall provide the consent of the Surety with each pay application

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.9.1 of the General Conditions, CITY shall pay the remainder of the Contract Price as provided in said paragraph 14.9.1

5.3. Living Wage. CONTRACTOR, as well as its Subcontractors at all tiers, shall pay to all of their employees providing services pursuant to a contract with the CITY, a living wage for the time spent providing services to the CITY. (This provision does not include general administrative personnel unless they are assigned to a CITY project.) "Living wage" means compensation for employment of not less than $15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision and the CONTRACTOR shall allow the CITY to audit (at CONTRACTOR's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from

future CITY contracts at the sole option of the CITY.

5.4. Responsible Contractor's Policies.

5.4.1. The CONTRACTOR, when paying its workers on this Project, shall pay such workers an hourly wage, based on classification for the Orlando region established by the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5) (hereinafter "hourly wage"). Additionally, CONTRACTOR shall provide said workers with health benefits. CONTRACTOR may satisfy this health benefits requirement by providing to its workers on this project either 1) health benefits through a bona fide program or 2) by increasing the hourly wage by 20%. Evidence of the existence of a bona fide health benefits program must be submitted to the City with the bid at the time of bid opening. The City, in its sole discretion, will determine whether a bona fide health benefits program is acceptable to the City. Payment of the appropriate wages must be documented in CONTRACTOR'S progress payment applications by the submission of certified payrolls by CONTRACTOR for the duration of this Agreement. Moreover, CONTRACTOR shall require compliance with these provisions for health benefits, Davis-Bacon hourly wages and certified payrolls by **all** Subcontractors at every tier, and CONTRACTOR will be held responsible for compliance by any Subcontractor or lower tier Subcontractor. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that no hourly wage paid on this project by the CONTRACTOR and Subcontractors will be less than the living wage referenced in this Agreement.

5.4.2. The CONTRACTOR and Subcontractors at all tiers shall each classify all of their workers as either independent contractors or employees in accordance with the requirements of Laws and Regulations. Workers who are employees as defined by Laws and Regulations shall not be classified as independent contractors. The CONTRACTOR and Subcontractors shall each provide written notice to their workers classified as independent contractors of their classification status within seven (7) days after contract award or within seven (7) days of hiring if hired subsequent to contract award. Documentation demonstrating compliance with this requirement for each worker classified as an independent contractor shall be submitted by the CONTRACTOR with its first Application for Payment. For those workers classified as independent contractors hired after submittal of the first Application for Payment, documentation demonstrating compliance with this requirement shall be provided with the first Application for Payment submitted subsequent to the worker's hiring.

5.4.3 The CONTRACTOR and Subcontractors at all tiers shall each use the E-verify internet-based system operated by the United States Department of Homeland Security to verify that all of their workers performing labor on the Project are eligible to work in the United States. Documentation of E-verify confirmation for each worker shall be submitted by the CONTRACTOR with the first Application for Payment, or for those workers hired after submittal of the first Application for Payment, with the first Application for Payment submitted subsequent to the worker's hiring.

5.4.4 The CONTRACTOR shall post a copy of the CITY'S Living Wage and Responsible Contractor policies at designated locations on the Project site as required by the Contract Documents.

ARTICLE 6. [RESERVED]

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, weather, and with all local conditions and federal, state and local laws, ordinances, rules, policies and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has carefully studied all reports of investigations and tests of subsurface and latent physical conditions of the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents that comprise the entire agreement between CITY and CONTRACTOR and are made a part hereof consist of, but are not limited to the following:

8.1 This Agreement.

8.2 Certificates of Insurance (including endorsements) and Certification of CONTRACTOR's Bona Fide Health Benefits Program.

8.3 Payment Bond and Performance Bond (or Public Construction Bond as required by the Contract Documents).

8.4 Notice of Award.

8.5 General Conditions.

8.6 Supplementary Conditions

8.7 Federal Contract provisions (if applicable)

8.8 Specifications **RFQu24-0024 Rapid Response Construction Services** consisting of the divisions as listed in table of contents hereof.

8.9 Drawings, as listed in the Index of Drawings.

8.10 Addenda numbers **__2__ to __2__**, inclusive.

8.11 CONTRACTOR's Bid (including documentation accompanying the bid an documentation prior to Notice of Award).

8.12 Any Modification, including Change Orders and Field Orders, duly delivered after execution of Agreement.

8.13 Invitation for Bid, Instruction to Bidders, Bid Bond and Affidavit of Non-collusion, Proposal, Notice to Proceed, MBE/WBE Affidavit and Responsible CONTRACTOR's Policy Affidavit.

8.14 Forms listed on page 00900-1.

8.15 Special Provisions.

8.16 General Requirements.

The Contract Documents may only be altered, amended, or repealed by a Modification as defined in the General Conditions.

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 CITY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Any action taken by the Public Works Director may also be taken by the Chief Procurement Officer of the City of Orlando.

IN WITNESS WHEREOF, the parties hereto have signed 3 copies of this Agreement. At least one counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Document have been signed or identified by CITY and CONTRACTOR.

CITY OF ORLANDO, FLORIDA

By: _____
David Billingsley, CPSM, C.P.M.
Chief Procurement Officer, City of Orlando

(CORPORATE SEAL)

Address for giving notices:

400 South Orange Avenue
Orlando, Florida 32801

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City
of Orlando, Florida only

January 19, 2024

Assistant City Attorney
Orlando, Florida

MBE Compliance Officer

CONTRACTOR

Cathcart Construction Company-Florida LLC

By: _____

Name Matt T. Blanton, President
(Type)

Title Matt T. Blanton, President

(CORPORATE SEAL)

Attest: _____

Title John Cathcart, CEO/Sec.

Address for giving notices:

Cathcart Construction Company–Florida, LLC
1056 Willa Springs Drive
Winter Springs, FL 32708

Florida State Contractor's

License No. CGC051005
CVC057230

Agent for service of process:

Matt T. Blanton, President
Name

Cathcart Construction Company–Florida, LLC
Street Address 1056 Willa Springs Drive
Winter Springs, FL 32708
City, State and Zip

CERTIFICATE OF INSURANCE

DESCRIPTION OF CONTRACT: RFQu24-0024, Rapid Response Construction Services.

Type of Insurance: **WORKERS' COMPENSATION INSURANCE**

THIS IS TO CERTIFY that the following numbered policies have been issued by the below-stated company in conformance with the limits and requirements as set forth in the General Conditions and Supplementary Conditions.

The Company shall give at least 30 days' written notice by certified mail to the CITY, DESIGN ENGINEER, and ENGINEER prior to any material change, reduction of coverage or cancellation of said policy.

POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY
0830-53545	04/07/2024	Statutory Limits Under the Laws of the State of Florida

Cathcart Construction Company - Florida, LLC
Name Insured (Contractor)

1056 Willa Springs Drive
Street Address

Winter Springs,FL 32708
City/State/Zip

Bridgefield Employers Ins Co
Insurance Company

PO Box 988
Street Address

Lakeland, FL 33802
City/State/Zip

By _____
(Company Representative)

Name Matthew Williamson

Title Agent

State of Florida)

County of Orange)

On this 15th day of January, 2024 before me personally came Matthew Williamson who is personally known to me or who has produced his/her Drivers Licence as identification, did say that he/she is an authorized representative of the Bridgefield Employers Insurance and acknowledged to me that he/she executed the within instrument on behalf of said insurance company and was duly authorized so to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Jamie Brady
Notary Public

NOTARIAL SEAL

Notary Public State of Florida
Jamie L. Brady
My Commission
HH 255166
Exp. 4/19/2026

My Commission Expires: 04/19/2026

Insurance Company Agent for Service of Process in Florida

Matthew Williamson	LRA Insurance
Name	Agency
498 S. Lake Destiny Drive Suite 200	498 S. Lake Destiny Dr Suite 200
Street Address	Street Address
Orlando, FL 32810	Orlando, FL 32810
City/State/Zip	City/State/Zip
( ) 407-310-2023	( ). 407-838-3445
Telephone	Telephone

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

NOTICE

If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

INSURANCE ENDORSEMENT

DESCRIPTION OF CONTRACT: RFQu24-0024, Rapid Response Construction Services.

Type of Insurance: **WORKERS' COMPENSATION INSURANCE**

This endorsement forms a part of Policy No. 0830-53545

ENDORSEMENT

It is agreed that with respect to such insurance as is afforded by the policy, the Company waives any right of subrogation it may acquire against the CITY, the DESIGN ENGINEER, the ENGINEER, and their consultants, and each of their directors, officers, agents, and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the above referenced contract.

This endorsement does not increase the Company's total limits of liability.

Cathcart Construction Company - Florida, LLC
Name Insured (Contractor)

1056 Willa Springs Drive
Street Address

Winter Springs, FL 32708
City/State/Zip

Bridgefield Employers Ins Co
Insurance Company

PO Box 988
Street Address

Lakeland, FL 33802
City/State/Zip

By _____
(Company Representative)

Name Matthew Williamson

Title Agent

STATE OF Florida)

COUNTY OF Orange)

On this 15th day of January, 2024, before me personally came Mathew Williamson who is personally known to me or who has produced his/her Drivers License as identification, did depose and say: that he/she is an authorized representative of the Bridgefield Employers Insurance and acknowledged to me that he/she executed the within instrument on behalf of said insurance company and was duly authorized to do so.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Jamie Brady
Notary Public

NOTARIAL SEAL

My Commission Expires:
04/19/2026

Notary Public State of Florida
Jamie L. Brady
My Commission
HH 255166
Exp. 4/19/2026

NOTICE

If the insurance called for is provided by more that one policy, a separate endorsement in the exact above form shall be provided for each policy.

CERTIFICATE OF INSURANCE

DESCRIPTION OF CONTRACT: RFQu24-0024, Rapid Response Construction Services.

Type of Insurance: **GENERAL LIABILITY INSURANCE**

THIS IS TO CERTIFY that the following numbered policies have been issued by the below-stated company in conformance with the limits and requirements as set forth in the General Conditions and Supplementary Conditions and are in force at this time.

POLICY NUMBER	EXPIRATION DATE		LIMITS OF LIABILITY In Thousands (000) Each Occurrence	Aggregate
		A. GENERAL LIABILITY		
		Bodily Injury	$	$
TRA0975947	04/07/2024	Property Damage	$	$
		Personal Injury	$	$
		-o-		
		Bodily Injury, Personal Injury and Property Damage Combined	$ 1,000,000	$ 2,000,000
		B. AUTOMOBILE LIABILITY		
		Bodily Injury (Each Person)	$	$
TRA0975947	04/07/2024	Property Damage (Each Occurrence)	$	$
		-o-		
		Bodily Injury and Property Damage Combined	$ 1,000,000	$
		C. EXCESS LIABILITY		
TRA0975947	04/07/2024	Bodily Injury and Property Damage Combined	$ 5,000,000	$ 5,000,000

SEPARATE CERTIFICATE IS REQUIRED FOR EACH INSURANCE COMPANY PROVIDING COVERAGE.

This certificate and verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

The Company shall give at least thirty (30) days' written notice by certified mail to the CITY, DESIGN ENGINEER, and ENGINEER prior to any material change, reduction of coverage or cancellation of said policy.

Cathcart Construction Company - Florida, LLC
Name Insured (Contractor)

1056 Willa Springs Drive
Street Address

Winter Springs, FL 32708
City/State/Zip

Westfield Insurance Company
Insurance Company

One Park Circle
Street Address

Westfield Center, OH 44251
City/State/Zip

By _____
(Company Representative)

Name Matthew Williamson

Title Agent

STATE OF Florida)

COUNTY OF Orange)

On this 15th day of January, 2024, personally came Matthew Williamson who is personally known to me or who has produced Drivers License as identification, did depose and say that he/she is an authorized representative of the Westfield Insurance and acknowledged to me that he/she executed the within instrument on behalf of said insurance company and was duly authorized so to do.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

(NOTARIAL SEAL)

Notary Public State of Florida
Jamie L. Brady
My Commission
HH 255166
Exp. 4/19/2026

Jamie Brady
Notary Public

My Commission Expires:
04/19/2026

Insurance Company Agent for Service of Process in Florida

Matthew Williamson	LRA Insurance
Name	Agency
498 S. Lake Destiny Dr Suite 200	498 S. Lake Destiny Dr Suite 200
Street Address	Street Address
Orlando, FL 32810	Orlando, FL 32810
City/State/Zip	City/State/Zip
407-310-2023	407-838-3445
Telephone Number	Telephone Number

NOTICE:

If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

Insurers must be authorized to do business and have an agent for service of process in Florida and have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating.

INSURANCE ENDORSEMENT

DESCRIPTION OF CONTRACT: RFQu24-0024, Rapid Response Construction Services.

Type of Insurance: **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

This endorsement forms a part of Policy No. TRA0975947

ENDORSEMENT

The CITY, the DESIGN ENGINEER, the ENGINEER, and their consultants and each of their directors, officers, agents, and employees are included as additional insureds under said policies but only while acting in their capacity as such and only as respect to operations of the named insured, his contractors, any subcontractor, any supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the above-referenced contract. This insurance shall not apply to the negligent party if the loss or damage is ultimately determined to be the result of the sole and exclusive negligence (including any connected with the preparation or approval of maps, drawing, opinions, reports, surveys, designs, or specifications) of one of more of the aforesaid additional insureds. The insurance afforded to these additional insureds is primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of this insurance shall not be reduced or prorated by the existence of such other insurance.

This endorsement does not increase the Company's total limits of liability.

Cathcart Construction Company - Florida, LLC
Name Insured (Contractor)

1056 Willa Springs Drive
Street Address

Winter Springs, FL 32708
City/State/Zip

Westfield Insurance Company
Insurance Company

One Park Circle
Street Address

Westfield Center, OH 44251
City/State/Zip

By _____
(Company Representative)

Name Matthew Williamson

Title Agent

STATE OF Florida)

COUNTY OF Orange)

On this 15th day of January, 2024, personally came Matthew Williamson is personally known to me or who has produced Drivers License as identification, did depose and say: that he/she is an authorized representative of the Westfield Insurance and acknowledged to me that he/she executed the within instrument on behalf of said insurance company and was duly authorized so to do.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

Notary Public State of Florida
Jamie L. Brady
My Commission
HH 255166
Exp. 4/19/2026

Jamie Brady
Notary Public

(NOTARIAL SEAL)

My Commission Expires:
04/19/2026

NOTICE:

If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

Insureds must be authorized to do business and have an agent for service of process in Florida and have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/12/2024

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

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

PRODUCER LRA Insurance P.O. Box 948173 Maitland FL 32794	CONTACT NAME: Jeffrey Larson PHONE (A/C, No, Ext): (407)838-3445 FAX (A/C, No): (407)838-3460 E-MAIL ADDRESS: jlarson@lrainsurance.com
INSURED Cathcart Construction Company - Florida, LLC 1056 Willa Springs Drive Winter Springs FL 32708	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Westfield Insurance Company — 24112 INSURER B: Bridgefield Employers Ins Co — 10701 INSURER C: Fair American Select Insurance Company — 15201 INSURER D: Westchester Surplus Lines Ins Co — 010172 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 23-24 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	Y	TRA0975947	4/7/2023	4/7/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 150,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	Y	TRA0975947	4/7/2023	4/7/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB X OCCUR			TRA0975947 - Umbrella	4/7/2023	4/7/2024	EACH OCCURRENCE	$ 5,000,000
C	X EXCESS LIAB CLAIMS-MADE			CSX-8000253-00 - Excess	5/19/2023	5/19/2024	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0						Excess Liability over Umbrella	$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	0830-53545	4/7/2023	4/7/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution			G4682765A 007	10/20/2023	10/20/2024	Each Occurrence/Aggregate	$2M ea/$4M agg
A	Inland Marine			TRA0975947	4/7/2023	4/7/2024	Rented/Leased Equipment	250,000

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

RE: RFQu24-0024, Rapid Response Construciton Services
Certificate holder is included as additional insured with respects to the General Liability and Auto Liability coverage where required by written contract. Coverage is issued on a Primary & Non-Contributory basis. Waiver of Subrogation is included in favor of the certificate holder with regards to the Workers Compensation, Auto Liability & General Liability coverage. Umbrella follows form. 30-day notice of cancellation applies.

CERTIFICATE HOLDER

City of Orlando
Procurement & Contrcat Division
400 S Orange Ave
4th Floor
Orlando, FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B Williamson/JLARSO

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

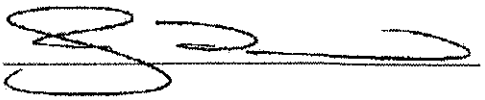
Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: February 7, 2023

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: April 7, 2023

Policy Number: 830-53545 Countersigned by: 

Insured: Cathcart Construction Company - Florida, LLC

WC 00 03 13 (Ed. 4-84)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD Signature SERIES

COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

A. Expected or Intended Injury
- Reasonable force

B. Liquor Liability Coverage Extension

C. Non-Owned Watercraft
- Increased to 60 feet

D. Non-Owned Aircraft

E. Damage To Property - Borrowed Equipment

F. Damage To Premises Rented To You

G. Personal And Advertising Injury
- Contractual Personal and Advertising Injury
- Exclusions

H. Supplementary Payments
- Bail Bonds - $2,500
- Loss of Earnings - $1,000

I. Additional Insureds - Automatic Status
- State or Governmental Agency or Subdivision or Political Subdivision Controling Interest
- Managers or Lessors of Premises
- Mortgagee, Assignee or Receiver
- Owners or Other Interests From Whom Land Has Been Leased
- Co-Owners of Insured Premises
- Lessor of Leased Equipment

J. Who Is An Insured broadened
- Joint Ventures / Partnership / Limited Liability Company
- Health Care Professionals (Incidental Medical Malpractice)
- Individual Owners of Building are Insured's
- Newly Formed or Acquired Entities

K. Knowledge and Notice of Occurrence

L. Other Insurance Condition Amended

M. Unintentional Failure To Disclose Hazards

N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status

O. Liberalization

P. Definitions
- Bodily Injury redefined
- Insured Contract redefined
- Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** exclusion **a.** is replaced with the following:

a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. **LIQUOR LIABILITY COVERAGE EXTENSION**

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item **2. Exclusions c. Liquor Liability** is deleted.

C. **NON-OWNED WATERCRAFT**

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions g.2(a)** is replaced with the following:

(a) Less than 60 feet long; and

D. **NON-OWNED AIRCRAFT**

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions g. Aircraft, Auto or Watercraft,** the following is added:

(6) An aircraft you do not own provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

E. **DAMAGE TO PROPERTY - BORROWED EQUIPMENT**

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions j.** is deleted and replaced by the following:

j. Damage To Property:

(1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to:

(i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or

(ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. **DAMAGE TO PREMISES RENTED TO YOU**

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions,** the last paragraph of Item **2. Exclusions** is replaced with the following:

Exclusion **c.** through **n.** do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. **PERSONAL AND ADVERTISING INJURY**

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** Item **2. Exclusions e. Contractual Liability** is deleted.

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** the following are added to Item **2. Exclusions:**

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. **SUPPLEMENTARY PAYMENTS**

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B,** item **1.b.** is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B,** item **1.d.** is replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

I. **ADDITIONAL INSUREDS - AUTOMATIC STATUS**

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs **a.** through **f.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and

2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

(a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. **Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. **Owners Or Other Interests From Whom Land Has Been Leased**

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. **Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. **Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **a.** through **f.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph **4.b.(1)** of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** the following is added to item **1:**

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an Interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

(1) Prior to the termination date of any joint venture, limited liability company or partnership; or

(2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

   a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or

   b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in **3.** above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit,** the following is added:

e. The requirement in Condition **2.a.** applies only when the "occurrence" or offense is known to:

   (1) You, if you are an individual;

   (2) A partner, if you are a partnership;

   (3) An "executive officer" or insurance manager, if you are a corporation; or

   (4) A manager, if you are a limited liability company.

f. The requirement in Condition **2.b.** will not be breached unless the breach occurs after such claim or "suit" is known to:

   (1) You, if you are an individual;

   (2) A partner, if you are a partnership;

   (3) An "executive officer" or insurance manager, if you are a corporation; or

   (4) A manager, if you are a limited liability company.

g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4** of **Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary and non-contributory except when **b.** below applies.

b. **Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

(1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;

(2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I** - Coverage **A.**

(4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** item **6. Representations,** the following is added:

d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** item **8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS,** item **3.** is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS,** item **9.** is deleted and replaced with the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer, or survey or for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured s rendering or failure to render professional services including those listed in **(1)** above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS,** item **14.** the following is added to the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

¢ Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

¢ Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

¢ Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Cathcart Construction Company - Florida, LLC

Endorsement Effective Date: 04/07/2023

SCHEDULE

Name of Person(s) or Organization(s):
Blanket where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

¢ Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Cathcart Construction Company - Florida, LLC

Endorsement Effective Date: 04/07/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Blanket where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

¢ Insurance Services Office, Inc., 2011

CONSTRUCTION SERVICES AUTHORIZATION FOR RAILROAD CROSSING SAFETY IMPROVEMENTS – QUIET ZONE PROJECT

THIS CONSTRUCTION SERVICES AUTHORIZATION ("CSA") is issued pursuant to the **Rapid Response Infrastructure Construction Services Agreement #20260067** ("Agreement") between the City of Kissimmee ("City") and Cathcart Construction Company, Florida, LLC. ("Contractor"). All terms and conditions of the Master Agreement are incorporated herein by reference.

WHEREAS, the Parties entered into the Agreement on November 18, 2025, for Rapid Response Infrastructure Construction Services; and

WHEREAS, the Agreement allowed for the same terms and conditions provided under FRQu24-0024 between Contractor and City of Orlando, as modified by City; and

WHEREAS, pursuant to the Agreement, City is authorizing construction of the Railroad Crossing Safety Improvements – Quiet Zone Project (the "Project"); and

WHEREAS, the Parties desire to enter into this CSA to memorialize the terms and conditions required to complete the Project.

NOW, THEREFORE, in consideration of the promises contained herein, the City and Contractor hereby agree as follows:

1. SCOPE OF SERVICES

Contractor shall perform construction services for the Railroad Crossing Safety Improvements – Quiet Zone Project in accordance with the Agreement and the following conditions.

The Project is located at the railroad crossing at E Donegan Ave., E Oak St., and other locations. It involves improvements to the existing railroad crossing, including but not limited to the installation of delineators, construction of a concrete sidewalk to serve as the foundation for the delineators, and extension of the median curb. Contractor shall be responsible for all aspects of the project as specified in "Exhibit A" signed and sealed plans.

Project Parameters:

I. Work is to include but not be limited to the following:
- Installation of Lane Separator

- Installation of concrete sidewalk/driveway
- Restore area to existing or better condition
- MOT plan to be provided to City of Kissimmee / Osceola County
- All safety equipment necessary to perform the work

II. CFRC Right of Entry Application: An application for right of entry for temporary encroachment onto the CFRC right of way shall be made.

III. The MMA F&I installation is not referenced in the plans; however, the installation will be performed on brick pavers at the following railroad crossings: DOT# 622432S (East Dakin Avenue), DOT# 622434F (East Monument Avenue), DOT# 622435M (East Ruby Avenue), and DOT# 973404G (Beaumont Avenue).

IV. Hours of Work: 7am to 5pm, Monday to Friday.

2. SCHEDULE / TERM OF SERVICES

Construction services shall commence upon issuance of a construction NTP to the Contractor and shall continue through final completion of the Project, including close-out services, for a period of sixty (60) calendar days. Adjustments to the term associated with changes in the construction schedule shall be handled in accordance with the Agreement.

3. COMPENSATION

A) **Method of Compensation:**

Compensation for services authorized under this CSA shall be on a unit price basis, in accordance with the agreed proposal, all in accordance with terms of the Agreement.

B) **Fee Breakdown:**

E DONEGAN AVE. AND E OAK ST. - CITY OF KISSIMMEE					
ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	MOBILIZATION	LS	1	$11,500.00	$11,500.00
	MAINTENANCE OF TRAFFIC	LS	1	$11,950.00	$11,950.00
102 75	LANE SEPARATOR, F&I	LF	400	$191.00	$76,400.00
522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	20	$631.00	$12,620.00
	MMA F&I RXR RAILROAD CROSSING MESSAGE	EA	7	$580.00	$4,060.00
	MMA F&I SOLID COLOR	SF	96	$40.00	$3,840.00
				TOTAL	$120,370.00

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read, and understand this Construction Services Authorization, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

Cathcart Construction Company, Florida, LLC.

By: _____

Title: Matt T. Blanton, President

Date: 2.19.26

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 19 day of February, 2026, by means of ☑ physical presence or ☐ online notarization by Matt Blanton as president for Cathcart Construction Company, Florida, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary Public State of Florida
Ryan N McClellan
My Commission HH 601874
Expires 10/9/2028

Notary: _____

Print Name: Ryan N McClellan

My Commission Expires: 10/9/2028

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST: _____
City Clerk

Approved as to form and legal sufficiency:

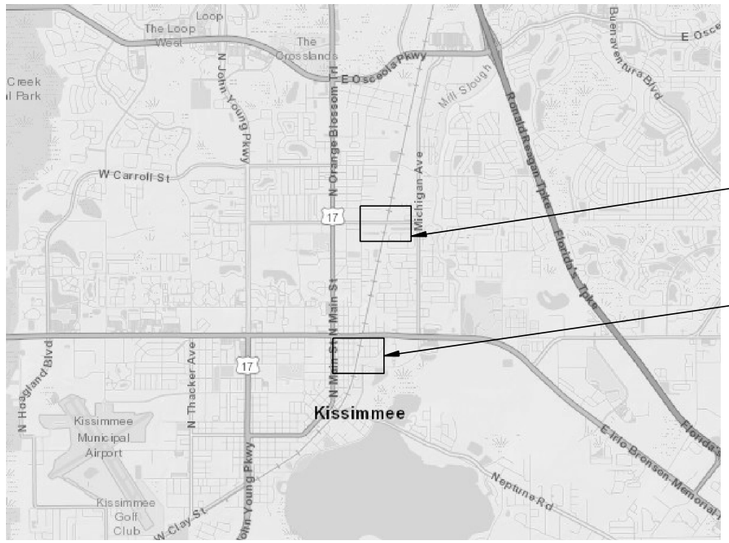
_____
City Attorney

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Exhibit A

CITY OF KISSIMMEE
RAILROAD CROSSING - QUIET ZONE IMPROVEMENTS
E.DONEGAN AVE - D.O.T. CROSSING #622409X (M.P. 806.22)
E. OAK - D.O.T. CROSSING #622412F (M.P. 807.49)

INDEX OF PLANS	
SHEET NUMBER	SHEET TITLE
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3–4	LANE SEPARATOR PLAN



LOCATION MAP

ROADWAY PLANS
ENGINEER OF RECORD:

JOHN SEALS, P.E. NO.: 51505
KIMLEY–HORN AND ASSOCIATES
201 NORTH FRANKLIN STREET, SUITE 1400
TAMPA, FL. 33602
(813) 620–1460
CERTIFICATE OF AUTHORIZATION NO.: 696

GOVERNING STANDARD PLANS:

FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2025–26 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRs).

STANDARD PLANS FOR ROAD CONSTRUCTION AND ASSOCIATED IRs ARE AVAILABLE AT THE FOLLOWING WEBSITE: http://www.fdot.gov/design/standardplans

APPROVED FOR CONSTRUCTION
JUNE 24, 2026

GOVERNING STANDARD SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2025–26 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2019 KIMLEY–HORN AND ASSOCIATES, INC.

KHA PROJECT 149928001
DATE
SCALE AS SHOWN
DESIGNED BY JRS
DRAWN BY
CHECKED BY JRS

CITY OF KISSIMMEE
FLORIDA

LICENSED PROFESSIONAL
JOHN R. SEALS, P.E.
FLORIDA LICENSE NUMBER
51505

KEY SHEET

SHEET NUMBER
1

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
	ROADWAY ITEMS		
	MAINTENANCE OF TRAFFIC	LS	1
102 75	LANE SEPARATOR, F&I	LF	400
522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	20
	MOBILIZATION	LS	1

CFRC RIGHT OF ENTRY APPLICATION:

AN APPLICATION FOR RIGHT OF ENTRY FOR TEMPORARY ENCROACHMENT ONTO CFRC RIGHT OF WAY SHALL BE MADE. APPLICANT SHALL SUBMIT A FDOT GENERAL PERMIT – FORM #850-040-05 WITH ORIGINAL SIGNATURES BY E-MAIL ONE (1) PDF COPY TO:

OSCEOLA COUNTY: SAMIR ELHAYANI, SAMIR.ELHAYANI@DOT.STATE.FL.US, (321) 319-8109

COPY TO:
RYAN WHITE, P.E.
TRACK DESIGN MANAGER
CELL: (407) 304-8432
EMAIL: RMWHITE@HNTB.COM

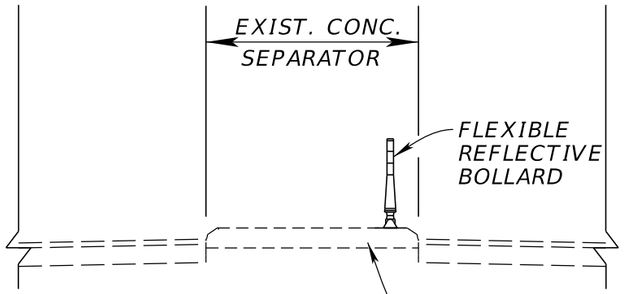
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn

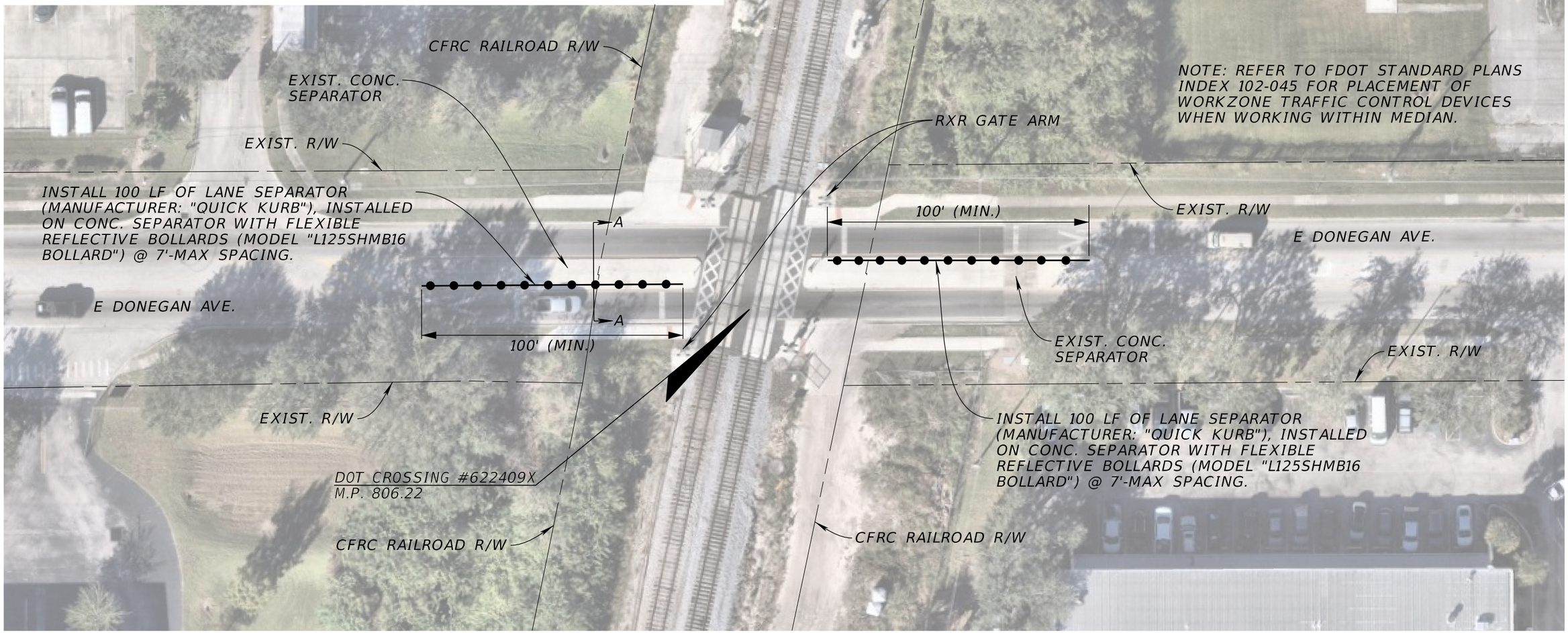
CITY OF	COUNTY
KISSIMMEE	OSCEOLA

SUMMARY OF PAY ITEMS

SHEET NO. 2



SECTION A-A



NOTE: REFER TO FDOT STANDARD PLANS INDEX 102-045 FOR PLACEMENT OF WORKZONE TRAFFIC CONTROL DEVICES WHEN WORKING WITHIN MEDIAN.

EXISTING POSTED LIMIT = 35 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

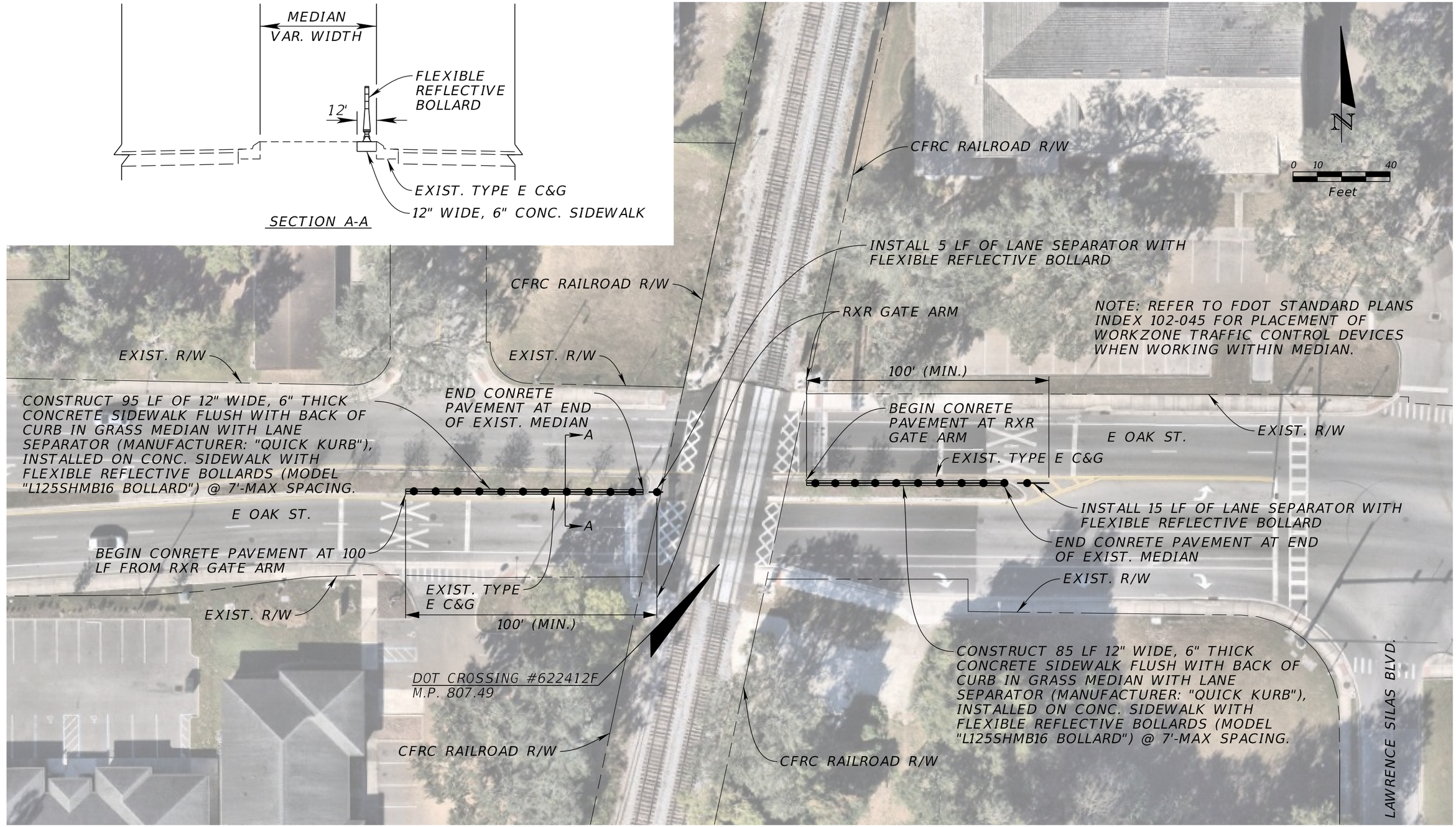
Kimley»Horn

CITY OF	COUNTY
KISSIMMEE	OSCEOLA

LANE SEPARATOR INSTALLATION PLAN (1)

SHEET NO. 3

Tomas.Acuna 6/17/2025 8:33:06 AM Default K:\TAM_Roadway\149928 - City of Kissimmee\002 - Quet Zone Affirmation\CAD\Microstation\roadway\PLANRD01.dgn



EXISTING POSTED LIMIT = 35 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn

CITY OF	COUNTY
KISSIMMEE	OSCEOLA

LANE SEPARATOR INSTALLATION PLAN (2)

SHEET NO. 4

Tomas.Acuna 6/17/2025 8:33:11 AM Default K:\TAM_Roadway\149928 - City of Kissimmee\002 - Quet Zone Affirmation\CAD\Microstation\roadway\PLANRD02.dgn

ITEM 7.I
Osceola HOME Consortium Disbursement Agreement Between Osceola County and the City of Kissimmee (FY 2025-2026)

Request

Request approval to execute the Osceola HOME Consortium Disbursement Agreement (Grant #HOME25) with Osceola County for the disbursement of FY 2025-2026 HOME funds in the amount of $326,735.90.

Explanation

As a member of the Osceola HOME Consortium, the City of Kissimmee is eligible to receive $326,735.90 in funding under the HOME Investment Partnerships (HOME) Program to support the development and preservation of affordable housing.
Osceola County, serving as the Consortium's lead agency, has provided the FY2025–2026 HOME Funding Agreement for execution. The agreement outlines the terms and conditions under which the County will reimburse the City for eligible HOME activities. The term of the agreement is October 1, 2025, through September 30, 2026.

The allocated funds will be utilized as follows:

- Administration: $28,005.68
- Projects: $249,717.28

Additionally, $49,009.93 has been reserved for Community Housing Development Organization (CHDO) activities. CHDOs are nonprofit organizations with the demonstrated capacity to develop affordable housing within the communities they serve. To qualify as a CHDO, an organization must meet specific requirements related to its legal status, organizational structure, and development experience and capacity.

In anticipation of receiving these HOME funds, the City posted a notice of funding availability in the Osceola Gazette on June 12, 2025. No budget adjustment is needed at this time, as the HOME funds are already included in the City's current fiscal year budget.

Recommendation

Approval to execute the Osceola HOME Consortium Disbursement Agreement for the release of FY 2025-2026 HOME funds totaling $326,735.90.

REQUESTED CITY COMMISSION ACTION:

Approve
Execute

Department: Development Services
Presenter:

Attachment(s):
1. (S) 2025-2026 HOME Disbursement Agreement

OSCEOLA HOME CONSORTIUM
DISBURSEMENT AGREEMENT
BETWEEN
OSCEOLA COUNTY AND CITY OF KISSIMMEE
FY 2025-2026

THIS AGREEMENT will become effective the 1st day of October 2025, by and between Osceola County, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY", and the City of Kissimmee, a municipality, hereinafter referred to as "CITY".

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

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

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

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

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

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

SECTION I. DEFINITIONS

A. "Approved Activities" means HUD approved activities as stated in the Osceola County HOME Consortium Consolidated Action Plan.

B. "CONSORTIUM" means the Osceola County HOME Consortium.

C. "Consortium Approval" means the written approval of the HOME Consortium members.

D. "CITY" means the City of Kissimmee.

E. "COUNTY" means the Board of County Commissioners of Osceola County, Florida.

F. "HUD" means the U.S. Department of Housing and Urban Development.

G. "HOME Administrator" means the Osceola County Director of Housing and Community Services Department or his/her designee.

H. "HOME Program" means the Consortium's HOME Investment Partnership Program.

I. "HOME Regulations" means 24 CFR Part 92 and supplemental, additional or successor provisions.

J. "Lead Agency" refers to Osceola County, as required under 24 CFR Part 92.101(a)(ii).

K. "Program Income" means the gross income received by the participating jurisdiction, sub-recipient, or Community Housing Development Organization ("CHDO"), which is directly generated from the use of HOME funds and matching contributions.

L. "Recaptured Funds" means HOME funds which are recouped by the participating jurisdiction, sub-recipient, or CHDO when HOME assisted housing does not comply with the affordability period required by 24 CFR 92.254(a)(4). The amount of recapture is determined in accordance with 24 CFR 92.254(a)(5)(ii). Any funds recouped more than the amount mandated by HOME regulations will constitute program income.

M. "Very Low and Low Income" means the definitions set by HUD for the HOME Program in 24 CFR Part 92.2.

SECTION II. PURPOSE: The purpose of this Agreement is to state the covenants and conditions under which the COUNTY shall reimburse the CITY for eligible activities utilizing HOME funds for FY 2024-2025

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

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

9. The CITY will encumber the funds, within two (2) years, no later than September 30, 2027 for FY2025-2026 funds. Unless otherwise authorized by the Consortium, funds which remain unencumbered will be subject to Section XIV.

SECTION IV. TERM OF AGREEMENT: This Agreement shall commence on October 1, 2025 and terminate on September 30, 2026, or on the date on which final completion of all projects funded through this Agreement is established, whichever comes last.

SECTION V. USE OF FUNDS: The COUNTY shall reimburse the CITY an amount not to exceed **$326,735.90**, which is divided into the following categories:

- Administration: **$28,005.68** (*3%* of $933,522.56),
- CHDO set-aside: **$49,009.93** *(5.25%* of $933,522.56), and
- Project(s): **$249,717.28**

The CHDO set-aside funds may be used jointly wherein the project would be managed by the lead agency. See Exhibit G. The parties recognize and agree that the funds must be used for eligible expenses incurred while carrying out eligible HOME Program activities as outlined in Exhibit "B". The schedule for completing these activities must be in accordance with the timeline as outlined in Exhibit "C". Under HOME Program rules, HOME CHDO grant funds have up to **24 months** to be committed. The expenditure deadline occurs **8 years** following HUD's execution of the HOME agreement.

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

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

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

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

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

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

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

- No employee, officer, agent of the CITY, or its sub-recipients shall participate in the selection, award, or administration of a contract supported by HOME if a Conflict-of-Interest, either real or apparent, would be involved.

- The CITY or sub-recipient employees, officers, and agents shall not accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements; and

- Conflict of Interest violations will be subject to the terms of Section XIX. Enforcement (Suspension/Termination).

SECTION XI. OTHER APPLICABLE LAWS, RULES AND REGULATIONS:

1. 24 CFR Part 92, as amended – The regulations governing the expenditure of HOME Investment Partnership Program funds.

2. 24 CFR Part 58 – The regulations prescribing the Environmental Review procedure, including laws and procedures incorporated by reference.

3. National Flood Insurance Act of 1968.

4. 24 CFR Part 1 – The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.

5. 24 CFR Part 107 – The regulations issued pursuant to Executive Orders 11063 which prohibits discrimination and promotes equal opportunity in housing.

6. Executive Order 11246 (and Revised Order Number 4), as amended by Executive Orders 11375 and 12086 – which establishes hiring goals for minorities and women on projects assisted with federal funds.

7. Title VII of the 1964 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 – which prohibits discrimination in employment.

8. 24 CFR Part 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

9. Age Discrimination Act of 1973.

10. 24 CFR Part 130 – Regulations which prohibit discrimination in employment in federally assisted construction contracts.

11. Contract Work – Hours and Safety Standards Act – where applicable.

12. Lead Based Paint Poisoning Prevention Act.

13. Section 504 of the Rehabilitation Act of 1973, as amended.

14. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

15. 29 CFR Parts 3.5 and a – Regulations which prescribe the payment of prevailing wages and the use of apprentices and trainees on federally assisted projects as mandated by the Davis-Bacon Act, where applicable.

16. Executive Order 11914 – Prohibits discrimination with respect to the handicapped in federally assisted projects.

17. Copeland Anti-Kickback Act.

18. OMB Circular A-87–which identifies allowable administrative costs and administrative requirements.

19. Florida Statutes, Chapter 112, Part III, code of Ethics for Public Officers and Employees.

20. Public Law 100-430 – The Fair Housing Amendments Act of 1988.

21. Section 109 of Public Law 100-202 – which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.

22. HUD – required reports, circulars, and procedures.

23. 24 CFR Part 85 – the "common rule" containing fiscal and administrative requirements for grantees and sub-recipients which are local governments. This includes OMB Circular A-102.

24. 24 CFR Part 92.257 – concerning religious organizations, as applicable.

25. Section 92.504 – minimum standards of written contracts, as applicable. Including all project requirements, type of projects to be assisted, property standards, rents and recapture/resale provisions.

SECTION XII. FUND DISBURSEMENTS: The CITY shall not request disbursement of HOME funds under this Agreement until the funds are needed for the payment of eligible costs as described in 24 CFR 92.205. The requested amount must not exceed the amount needed. Program income, interest earned, or loan repayments, hereinafter collectively referred to as ("recapture monies") as defined in 24 CFR 92.503, as amended from time to time, derived from any projects set forth in this Agreement shall be accounted for by the CITY. Program Income received by the CITY from HOME eligible activities shall be deducted from HOME draw request (Exhibit "E" and "F") submitted by the CITY for eligible costs. The remaining balance of eligible costs shall be requested from COUNTY on the HOME draw request (Exhibit "E" and "F"). HOME draw requests shall be submitted at least quarterly with supporting documentation (i.e. invoices for all requested disbursements; excluding administration). The final draw request shall be submitted no later than October 10, 2025.

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

A. Only Approved Activities, which have been set up in accordance with HUD established procedures, will be reimbursed by the COUNTY.

B. The CITY shall be reimbursed by the COUNTY for allowable costs, in accordance with 24 CFR Part 92 and in accordance with SECTION V of this Agreement.

C. The CITY shall submit to the COUNTY during the performance hereof the following:

1. A cumulative expenditure statement of all costs of the project(s), minus all program income and recaptured funds, for the period from commencement through the end of the report period for which the reimbursement is being requested;

2. This information shall be submitted in a format which meets the COUNTY's requirements for documentation used during audits and monitoring visits. Forms provided by the COUNTY shall be used when requested. Each request shall contain a cover sheet substantially equivalent to the Payment Request Forms attached as Exhibit "E" and Exhibit "F".

D. Upon receipt of the above enumerated acceptable documentation, the COUNTY will initiate the reimbursement process. Upon determination by the HOME Administrator that the services or material invoiced have been received or completed, the HOME Administrator shall authorize the Osceola County Comptroller's Office to make payment to the CITY in the amount it determines to be payable.

E. In the event a question or dispute arises regarding a request for reimbursement, the COUNTY shall withhold payment to the CITY for only that part of an invoice in dispute.

F. Pursuant to Section 218.74 Florida Statutes, the Osceola County Comptroller's Office shall issue payments within 45 days after receipt of an acceptable invoice and receipt, and approval by the Human Services Department accepting the goods and/or services provided in accordance with the terms and conditions of the agreement.

G. If a payment request is disputed, the CITY shall provide adequate documentation within ten (10) working days from receipt of a request letter, which details the disputed charges, from the COUNTY.

H. Payment requests shall be made no less than quarterly, with the final draw for the federal fiscal year submitted no later than October 10, 2025. Payment requests submitted later than October 10, 2025 shall be credited to the following fiscal year.

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

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

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

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

B. Reimbursement/Expenditure Report: The CITY shall submit reimbursement requests along with an expenditure statement as outlined in SECTION XIII of this Agreement.

C. Quarterly Progress Report: The CITY shall complete and submit to the COUNTY, Exhibit "D" by the 10th day of January, April, July and October 2026.

D. Project Completion Report: At the time a project has been completed, the CITY shall complete a Project Completion Report and Quarterly Progress Report, within 120 days of the final draw down request for the project. The Completion Report will be retained by the CITY and a copy submitted to the COUNTY with their reimbursement request.

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

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

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

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

- The CITY hereby agrees that the following events constitute a material failure sufficient to warrant suspension of payments:

    1. Improper use of HOME funds.
    2. Failure to comply with the work program or terms of this Agreement; specifically the Approved Activities indicated in the Consolidated Action Plan;
    3. Failure to submit reports as required, including a favorable audit report; and
    4. Intentional submittal of incorrect or incomplete reports in any material respect.

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

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

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

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

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

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

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

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

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

AGREEMENT

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement.

BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA

By: _____
County Manager/Designee

Date: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of_____, 2026
by _____

NOTARY PUBLIC, State of
Florida Print Name:

(NOTARY SEAL)

Personally Known_____OR Produced Identification _____
Type of Identification Produced: _____

CITY OF KISSIMMEE

By: _____
Print: _____
Title: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_____ day of_____, 2026
by _____.

NOTARY PUBLIC, State of _____
Print Name:

(NOTARY SEAL)

Personally Known_____OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT "A"

OSCEOLA HOME CONSORTIUM
AFFIRMATIVE FAIR HOUSING MARKETING PLAN
POLICY AND PROCEDURES

I. INTRODUCTION

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

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

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

II. METHODS TO DISSEMINATE AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS

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

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

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

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

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

III. CONSORTIUM AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS

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

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

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

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

IV. CONSORTIUM REQUIRED AFFIRMATIVE FAIR HOUSING MARKETING RECORD KEEPING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Owner maintains records of how vacancies were advertised (copies of advertisements, etc.).

B. Copies of all brochures, leaflets, and letters to community contacts shall be maintained in an easily accessible file.

C. Owner shall have a written policy that outlines how all applications will be reviewed and processed. Records should show how all completed and filed applications were processed including whether an applicant was accepted or unaccepted and why an applicant was not accepted.

D. Maintenance of information on the race, sex, ethnicity, and whether the applicant is disabled for all applicants, home buyers, and tenants. The Consortium will have the Owner submit this information on at least an annual basis to coincide with the Consortium's submission of its Consolidated Annual Performance and Evaluation Report ("CAPER").

E. To facilitate collection and reporting of the required data, the Grantee shall fill out and maintain form HUD-935.2 *Affirmative Fair Housing Marketing Plan*.

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

VII. CONSORTIUM ASSESSMENT OF ITS AFFIRMATIVE MARKETING EFFORTS

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

A. The Consortium will assess the results of its Affirmative Fair Housing Marketing Plan annually with a summary of "good faith efforts" taken by the Consortium in the CAPER.

B. The Consortium will compare assessment information and evaluate the degree to which statutory and policy objectives were met. If the required steps were taken, the Consortium will determine that good faith efforts have, in fact, been made.

C. To determine results, the Consortium may examine whether specific groups in the Consortium's service area applied for or became tenants or owners of HOME funded units that were affirmatively marketed. If the Consortium finds that specific groups are represented, particularly Hispanics, African Americans, Asians, American Indians, persons with disabilities, and women, the Consortium will assume that the Marketing Plan procedures were effective. If one or more groups are not represented within the context of existing neighborhood composition, the Consortium will review its procedures to determine what changes, if any, might be made to make the affirmative marketing efforts more effective.

D. The Consortium will take corrective action if it is determined that an Owner of the HOME assisted project has failed to carry out affirmative marketing efforts as required. If an Owner continues to neglect responsibilities made incumbent by the terms of the HOME Agreement, the Consortium will consider taking one or both of the following actions: 1. Declare the Owner disqualified from any further assistance made available under the HOME Program. 2. Notify the Owner of the HOME assisted project that was in violation of the terms of the HOME Agreement and the Consortium may exercise its right to require immediate repayment of the HOME funding.

E. The Consortium will not proceed with corrective action without allowing time and effort by staff to counsel the Owner of the HOME assisted project in accordance with the terms of the HOME Agreement.

EXHIBIT "B"

BUDGET

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

EXHIBIT "C"

EXPENDITURE SCHEDULE/TIMETABLE

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

EXHIBIT "D"

QUARTERLY PROGRESS REPORT

Period Covered: _____ to _____

Date Submitted: _____

A. Project Information

Agency: City of Kissimmee

Person Preparing the Report: _____

B. Project Cost

Activity	Budget	Expenditure Goal	Actual Expenditure	% Expended	% Project Completion

C. Program Income

Program Income/Recapture:

Source of Program Income/Recapture:

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

_____

_____

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

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

EXHIBIT "E"

HOME Program Reimbursement Request

City of Kissimmee Date _____

Request # _____

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

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

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

_____

Signature/Date

EXHIBIT "F"

HOME Draw Request

City of _____ Date _____

Request # _____

HUD Activity Year	HUD Activity Number	Activity Description	Activity Address	Revised Activity Funding Amt	Activity total of Prior Draws	Activity Balance	Final Draw Y/N	IDIS Adjustment Requirement	Program Income Used	Comments

EXHIBIT "G"

DECLARATION TO PARTICIPATE IN A JOINT CHDO PROJECT WITH LEAD AGENCY

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

Such funds, calculated at 5.25% of the City's annual allotment, when participating in a joint project, become the responsibility of the Lead Agency to apply to an eligible CHDO project as outlined under 24 CFR Subpart G.

City of Kissimmee CHDO Allotment: **$49,009.93**

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

BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA

By: _____

County Manager/Designee

CITY OF KISSIMMEE

By: _____

Mayor

ITEM 7.J

Continuing Services Contract for Roof Replacement, Housing Rehabilitation/Demolition and Reconstruction Contractor

Request

Request approval and authorization to execute a Continuing Services Contract for Roof Replacement, Housing Rehabilitation/Demolition and Reconstruction Contractor with Rebuilding Together Greater Florida (Contract #20260166).

Explanation

The City of Kissimmee issued RFQ2026007 for Housing Rehabilitation/Demolition and Reconstruction Contractor Continuing Services to identify a qualified non-profit agency to serve as the General Contractor or Construction Manager for these activities under designated program conditions.

The City received responses from Rebuilding Together Greater Florida and Custom Creative Contracting, LLC. After a thorough evaluation of qualifications and experience, Rebuilding Together Greater Florida was selected as the most qualified firm.

When acting as the program's construction contractor or construction manager, Rebuilding Together of Greater Florida will be responsible for:

- Conducting housing inspections and preparing detailed scopes of work
- Coordinating all construction activities, including rehabilitation, demolition, and reconstruction
- Obtaining all necessary permits and scheduling required inspections
- Hiring and managing licensed subcontractors to perform construction activities
- Ensuring all work complies with applicable building codes, program regulations, and funding requirements

The agreement will have a three-year term. Due to fluctuations in available funding for housing rehabilitation and reconstruction activities, it is difficult to estimate funding allocations for future fiscal years. Funds will be allocated as they become available and as program needs require.

The City previously maintained contracts with the Osceola Council on Aging and Habitat for Humanity of Greater Orlando and Osceola to provide similar services. The Council on Aging terminated its agreement in 2025, approximately one year prior to its June 30, 2026, expiration date. Habitat for Humanity of Greater Orlando and Osceola has indicated it will not renew its agreement beyond its June 30, 2026, expiration. Both agencies cited capacity limitations as the reason for discontinuing their participation.

Rebuilding Together Greater Florida has extensive experience delivering housing rehabilitation and reconstruction services throughout Central Florida. Staff is confident that the organization has the capacity, expertise, and operational structure necessary to seamlessly align with and support the City's housing program model.

Recommendation

Approval and execution of the Continuing Services Contract for Roof Replacement, Housing Rehabilitation/Demolition and Reconstruction Contractor with Rebuilding Together Greater Florida.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):
1. (S) Continuing Services Agreement - Rebuilding Together

CITY OF KISSIMMEE AND REBUILDING TOGETHER GREATER FLORIDA CONTINUING SERVICES CONTRACT FOR ROOF REPLACEMENT, HOUSING REHABILITATION / DEMOLITION AND RECONSTRUCTION CONTRACTOR

THIS AGREEMENT is made on this _____ day of _____. 2026, between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida, 34741, (hereinafter referred to as "City") and Rebuilding Together Greater Florida, whose address is 3914 N. US Hwy, Suite 700, Tampa, Florida 33619 (hereinafter referred to as "Contractor").

WHEREAS, City is the recipient of funding from the Community Development Block Grant (CDBG) Program, the HOME Investment Partnership (HOME) Program, and the State Housing Initiatives Partnership (SHIP) Program and a portion of these funds are allocated for housing rehabilitation and demolition and reconstruction services to qualified homeowners; and

WHEREAS, City requires a Nonprofit partner acting as a Contractor to provide construction management for roof replacement, rehabilitation and/or demolition and reconstruction services; and

WHEREAS, City advertised a "Request for Qualifications 2026007 Housing Rehabilitation/ Demolition and Reconstruction Contractor Continuing Services attached as **Exhibit A**; and

WHEREAS, Contractor submitted to the City a response to the Request for Qualifications attached as **Exhibit B**; and

WHEREAS, based upon Contractor's submitted responses the City wishes to add Contractor to the List to perform the services outlined in **Exhibit A**.

NOW, THEREFORE in consideration of the mutual covenants and obligations therein contained, including the attachments, and subject to the terms hereinafter stated, the Parties hereto understand and agree as follows:

SECTION 1: RECITALS. The above recitals are true and correct and specifically incorporated herein, forming a material part of the Agreement.

SECTION 2: DEFINITIONS.

a) "Administrator" means the Housing and Community Development Division of the Development Services Department of the City, which shall act on behalf of the City in the execution, funding, and programmatic control of this Agreement.
b) "Approval by the City" or like term means written approval by the

Administrator, Director, City Manager or designee, or the City Commission as may be required from time to time.

c) "Eligible person" or "eligible household" means one or more natural persons or a family determined by the county or eligible municipality to be of very low income, low income, or moderate income according to the income limits adjusted for family size, published annually by the United States Department of Housing and Urban Development based on the gross income of the household.
d) "Parties" shall mean both the City and Contractor.
e) "Program" is hereby defined as any one of the activities covered under this Agreement: Roof Replacement Program, Owner Occupied Rehabilitation and the Demolition and Reconstruction Program.
f) "Contractor" shall mean [insert company name] with whom this Agreement is entered, and a contract is executed.
g) "Days" shall refer to calendar days.

SECTION 3 – SCOPE OF SERVICES. The City of Kissimmee engages the services of CONTRACTOR to assist with the delivery of the programs outlined in this Agreement and **Exhibit A.**

SECTION 4 - TERM OF AGREEMENT. This Agreement shall be for three (3) years and shall commence on March 4, 2026 and end no later than March 3, 2029, or until all awarded funds have been expended.

SECTION 5 - BUDGET. The City's SHIP Owner Occupied Rehabilitation Program and the Demolition and Reconstruction Program funds shall be used solely for the stated purposes set forth in this Agreement. Expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including any reports required by the City, evidencing costs incurred. Any and all program income earned on the SHIP funds shall be remitted to the City. If the SHIP funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement, or the total amount of SHIP funds exceeds the eligible costs of the activity, the amounts improperly expended or not expended shall be returned to the City to refund within thirty (30) days after the expiration or termination of this Agreement. The City shall require delivery before payment is made for purchased goods, equipment or services unless the City obtains satisfactory security from the vendor.

A detailed scope of work and corresponding budget shall be prepared individually for each property scheduled for rehabilitation.

Project costs shall be paid in accordance with the budget allocations outlined in **Exhibit C**. All costs incurred must be fully documented. Any amendments to the budget must be approved in writing by both parties and be in accordance with the City's Agreement.

SECTION 6 – PAYMENT.
It is expressly agreed and understood that the total amount to be paid by the City to the eligible persons or households under this Agreement shall not exceed the maximum award for the applicable program.

Reimbursement of eligible expenses shall be made in accordance with performance using the **Request for Payment** form provided as **Exhibit D**. Requests for change orders must be submitted for review and approval in the form provided as **Exhibit E.**

SECTION 7 – NOTICES.
Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or via facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

City of Kissimmee
Frances DeJesus, Housing and Community
Development Manager City of Kissimmee
101 Church Street
Kissimmee, FL 34741
(407) 518-2156
frances.dejesus@kissimmee.gov

CONTRACTOR
Jose Garcia, Chief Executive Officer
3914 N US 301 Hwy. Ste 700
Tampa, FL 33619
(813) 878-9000 Ext. 10

SECTION 8– CONTRACTOR RESPONSIBIILITIES.

1. Contractor agrees to protect, defend, and indemnify the Owner from any claims for work, labor, or materials with respect to Contractor's performance. Final payment shall not be due until Contractor has delivered to City a complete release of all liens or a conditional release indicating balances owed and indemnifying the City from any further claims by any person for work completed arising from, or related to, Contractor's performance.
2. Contractor shall provide individuals in the capacities of Principal, Project Manager, Manager, and Construction Supervisor. The Principal or Project Manager shall have legal authority to represent the Contractor. The Project

Manager shall be the single point of contact for coordinating with the City. The Construction Supervisor shall coordinate construction work and associated contracts. The Construction Supervisor must certify delivery and functional/operating performance of contract work.

3. Contractor shall coordinate the pre-inspection walk-through in order to develop the scope of work for the job.
4. Contractor agrees to direct, supervise, and manage all labor, accept and approve materials, provide equipment, obtain permits, maintain licenses and coordinate other services for the proper rehabilitation of the above identified property. All work shall be satisfactorily completed after the notice to proceed is received. All work shall be completed in a workmanlike manner according to the standard practices and in accordance to the City of Kissimmee's Rehabilitation Standards attached in **Exhibit F**. The estimated completion date for each project shall be approximately 45-180 days from issuance of city permit depending on the project. Depending on the scope of work for a particular project. If Owner is not able to reside on the premises during the construction; a reasonable time of operation shall be established between the Owner and Contractor. Contractor understands that Owner is securing alternative housing during the duration of the project and therefore, time is of the essence.
5. No work shall commence by Contractor until Contractor has received a written Notice to Proceed from the City. The notice to proceed shall be issued within five (5) days from the date of full execution of this Agreement and the Owner's Note and Mortgage, or if it is not, Contractor has the option of withdrawing the bid and proposal. Work shall begin no later than five (5) days after the receipt of the Notice to Proceed.
6. All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve Contractor from the responsibility to the Owner for the proper completion of all work to be executed under this Agreement, and Contractor shall not be released from the responsibility by any sub-contractual agreement Contractor makes with others. Contractor shall be required to furnish to the Owner and the City, in writing, a list of names of the subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.
7. Contractor shall conduct, supervise, and direct the work using Contractor 's best skills and attention without interruption or interference.
8. Contractor shall provide the Owner with evidence that Contractor has secured and paid for all licenses and permits necessary for the proper execution of the work, and upon completion of the job shall provide evidence that all work has been inspected and approved by the appropriate Building Inspectors.
9. Contractor shall not employ any unfit or underage person or anyone not skilled in the task assigned to him.
10. Contractor shall not assign this Agreement without the express written consent of the Owner and City.
11. Contractor shall be responsible for the acts and omissions of their

Contractors and employees, and all subcontractors, their agent and employees, and all other persons performing any of the work on the above described project under this Agreement or as provided for in any approved change order.

12. Contractor shall permit the City Building or other Department or any designated representative to examine and inspect the rehabilitation work under this Agreement at any reasonable time and in any reasonable manner.
13. Contractor shall be liable for any inspection or re-inspection fees.
14. Contractor shall obtain the Owner's approval of all finish material, products and colors to be used in the project and within the agreed upon allowances that Contractor has used as a basis for this Agreement. All colors chosen by the Owner and Contractor shall be of a neutral color.
15. Contractor will adhere to Program regulations regarding eligible activities, eligible program participants, performance reports and administrative costs.
16. Contractor shall maintain all records that are pertinent to the activities to be funded under this Agreement. Retention of all records pertinent to expenditures incurred under this Agreement must be kept for five (5) years from the date of final payment.
17. Contractor shall provide the oversight, administration and project management necessary to accomplish all activities in a timely manner.
18. Contractor is required to comply with all federal, state, local laws and ordinances, as deemed appropriate.
19. Contractor shall submit the Request for Payment signed by Contractor and the Owner and mailed to: Housing and Community Development Division, Development Services, City of Kissimmee, 101 Church St. Kissimmee, Florida 34741 or e-mail to: frances.dejesus@kissimmee.gov. In the event there are any new additions and deductions approved by Change Orders, each Agreement shall be amended to include those changes.

SECTION 9 - CITY RESPONSIBILITIES.

1. City's responsibilities under this Agreement are limited to conducting client eligibility process, approving the scope of work to be performed, providing final approval of the completed work, and rendering direct payment to Contractor for the agreed upon work.
2. City shall issue payments, on behalf of the Owner, directly to Contractor, for such building materials and supplies as are necessary for the performance of the rehabilitation work,

subject to additions and deductions approved by Change Orders, as limited by the Agreement, not to exceed the maximum award allowed by the program.

3. City shall not be responsible for any cost overruns in excess of the amount agreed upon at each closing. The City will maintain on hand such sum to pay for the agreed upon construction when completed. Such sum shall be paid directly to Contractor.
4. The City shall cooperate with Contractor and the Owner to achieve the goals and objectives of the program.
5. The City shall notify Contractor of any changes as they become available, in SHIP regulations or program limits that affect the project.

Nothing contained herein shall relieve Contractor of its responsibilities as provided under this Agreement.

SECTION 10 – OTHER REQUIREMENTS.

A. Independent Contractor
Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an "independent Contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance, as Contractor is an independent Contractor, except as approved as reimbursable expenses to Contractor under this Agreement.

B. Hold Harmless
Contractor agrees to defend, indemnify and hold the City and Florida Housing Finance Corporation harmless from any and all claims, actions, suits, charges and judgments of any nature whatsoever which may arise from Contractor's performance or nonperformance of this Agreement. Contractor shall not be liable for acts of the City, its officers, agents or employees. Nothing in this paragraph shall be construed as a waiver by the City of its right to statutory sovereign immunity under Florida Statute §768.28.

C. Insurance and Bonding
Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase blanket fidelity bond covering all employees in an amount equal to reimbursements from the City. Contractor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of Contractor's fault or negligence in connection with this Agreement. Contractor shall, prior to commencing work, furnish evidence to the City of required comprehensive liability

insurance in an amount not less than $1,000,000.00 and $1,000,000.00 umbrella insurance naming the Owner and City as additional insured. Furthermore, all subcontractors utilized by Contractor shall provide proof of insurance to the City naming the City an additional insured.

Contractor shall also provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement.

Contractor shall also provide the City of Kissimmee a copy of the Certificate of Insurance.

Contractor shall secure a performance bond and payment bond prior to commencing the project.

D. Amendments

The City or Contractor may amend this Agreement at any time if such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Contractor from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Contractor.

E. Suspension or Termination of Agreement

1) With thirty (30) days written notice specifying the effective date, the City may suspend or terminate this Agreement if Contractor materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

    a) Failure to comply with any of the rules, regulations or provision referred to herein, or such statutes, regulations, executive orders, and SHIP guidelines, policies, or directives as may become applicable at any time;
    b) Failure, for any reason, of Contractor to fulfill in a timely and proper manner its obligations under this Agreement;
    c) Submission by Contractor to the City of reports that are incorrect or incomplete in any material respect;
    d) Ineffective or improper use of funds provided under this Agreement;
    e) Failure of Contractor to supply the City with reports and annual audits as required by the City herein;

f) Failure of Contractor to comply with the City's corrective action plan respective to annual independent audits required by the City herein;
g) Suspension or termination by the State of the grant to the City under which this Agreement is made, or portion of it delegated by this Agreement; provided, however, that if the grant is merely reduced and in the absence of any contrary State directive, Contractor may adjust its budget and recommend Agreement amendments to the City.
h) The City may also terminate, assign or transfer this Agreement when required by State direction.

2) Contractor may propose to terminate this Agreement in whole or in part for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of the City, acted upon by the City within ten (10) days of receipt of the notice of request to terminate. The decision of the City shall be final and conclusive, provided that such approval shall not be unreasonably withheld.

SECTION 11 – ADMINISTRATIVE REQUIREMENTS.

Contractor agrees to comply with the following, as applicable, and all requirements and standards which include but are not limited to the following:

A. Financial Management

1) Accounting Standards

Contractor agrees to comply with 24 CFR 84.21–26 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2) Cost Principles

Contractor shall administer its Project in conformance with 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations", (formerly, OMB Circular A-110); 2 CFR Part 230, "Cost Principles for Non-Profit Organizations", (formerly, OMB Circular A-122); and OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations", as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3) Allowable and Allocable Costs

Costs must be necessary, reasonable and directly related to the scope of services of this Contract. In addition, costs must be legal and

proper. The budget included in Attachment B shall control amount of allowable expenditures.

4) Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

B. Records- Public Records

1) Records to be Maintained

CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records required to determine the eligibility of activities;
c. Records documenting compliance with the fair housing and equal opportunity components of the Program;

2) Retention

Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to the State in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3) Program Close-Out

Contractor's obligation to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), completion of the one year warranty period, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Contractor has control over SHIP funds, including program income.

In the event Contractor does not expend the amount allocated under this Agreement or the project is canceled, expired, assigned or terminated for any reason, any funds not claimed by Contractor and approved by the City for allowable costs by the end of the term or by the date of cancellation, expiration, or termination of this Agreement, as the case may be, shall no longer be payable to Contractor under this Agreement.

4) Access To Records

At any time during normal business hours and as often as the City, Florida Housing Finance Corporation and/or the State of Florida may deem necessary, Contractor shall make available to the City, Florida Housing Finance Corporation and/or representatives of the State of Florida for examination all of its records with respect to all matters covered by this Agreement. Further, Contractor shall permit the City, Florida Housing Finance Corporation, and/or representatives of the State of Florida to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

5) CONTRACTOR Audit Requirements:

All Contractor records with respect to any matters covered by this Agreement shall be made available to the City, and the State of Florida or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Contractor within 30 days after receipt by Contractor. Failure of Contractor to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. Contractor hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Contractor audits and 2 CFR Part 200.

a) An agency that expends $750,000 or more in federal funds is required to have an audit in accordance with 2 CFR Part 200.514. If that is the case with Contractor, Contractor is responsible for submitting a data collection form and reporting package to the federal clearinghouse within nine months of the end of the audit period. The reporting package must also be submitted to the Recipient. Per 2 CFR Part 200.515, the reporting package consists of:

i. Financial Statements
ii. Schedule of Expenditures of Federal Awards
iii. Summary Schedule of Prior Audit Findings
iv. Auditor's report
v. Corrective Action Plan for current year audit findings

b) Agencies that receive any public funds (federal, state, or local government funds) are also subject to the audit requirements of Florida Statutes. An audit in compliance with 2 CFR Part 200 will meet the audit requirements of the state of Florida.

c) All Contractor audits shall be completed within 180 days after the ending date of Contractor fiscal year. One (1) copy of each audit report shall be delivered by Contractor to the City.

d) If Contractor is unable or unwilling to have an audit conducted in accordance with 2 CFR Part 200, the City shall take one or more of the following actions:
   i. Withhold a percentage of SHIP funds until the applicable audit is completed satisfactorily;
   ii. Suspend further disbursements of SHIP funds until the audit is conducted; or
      ii. Terminate this Agreement in accordance with Section 10 E. Suspension Or Termination Of Agreement of this Agreement.

SECTION 12 – PARTICIPANT CONDITIONS.

A. Civil Rights and Compliance with Federal Laws

Contractor agrees to comply with Title XLIV, Chapters 760-765, Civil Rights, Florida Statutes and with:

1. Title VI of the Civil Rights Act of 1964 as amended - which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

2. Title VIII of the Civil Rights Act of 1968 as amended - which provides for fair housing throughout the United States. Kinds of discrimination

prohibited include refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multi-listing services and real estate broker organizations. Discrimination is prohibited on the grounds of race, color, religion, sex and national origin. HUD (and grantees) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title.

3. Section 109 of Title I of the Housing and Community Development Act of 1974 as amended - which provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

4. Section 504 of the Rehabilitation Act of 1973 - which provides that handicapped individuals may not be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

5. The Americans with Disabilities Act of 1990 - which provides that no person shall on the basis of handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. The Age Discrimination Act of 1975 - which provides that no person shall on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.

7. Executive Order 11063 as amended by Executive Order 12259 – which requires equal opportunity in housing and related facilities provided by federal financial assistance.

8. Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086 - which prohibits discrimination on the grounds of race, creed, color, sex or national origin in employment under federally assisted construction contracts, as applicable.

B. Nondiscrimination

Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised in Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

SECTION 13 – BUILD AMERICA BUY AMERICA ACT.
Contractor agrees to follow the domestic procurement preference which requires that all iron, steel, manufactured products, and construction materials used in this project are produced in the United States.

SECTION 14 – STATE LAW COMPLIANCE.

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

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

   CONTRACTOR, by virtue of acceptance of this Agreement certifies that:

   a. CONTRACTOR and its Sub-constractors are aware of the requirements of Florida Statutes § 448.095, and upon request from CITY, provide evidence of such compliance.
   b. CONTRACTOR and its Sub-constractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
   c. CONTRACTOR will not enter into a contract with any Sub-contractor unless each party to the contract registers with and uses the E-Verify system.
   d. Sub-constractor will provide CONTRACTOR with an affidavit stating that Sub-CONTRACTOR does not employ, contract with, or subcontract with unauthorized alien.
   e. CONTRACTOR must maintain a copy of such affidavit.

f. CITY may terminate this Contract on the good faith belief that CONTRACTOR or its Sub-contractors knowingly violated Florida Statutes §§ 448.09(1) or 448.095(2)(c).
g. If this Contract is terminated pursuant to Florida Statute §448.095(2)(c), CONTRACTOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
h. CONTRACTOR is liable for any additional cost incurred by CITY as a result of the termination of this Contract.

2. **PUBLIC RECORDS.** CONTRACTOR acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, 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.

3. **SCRUTINIZED VENDOR LIST.** By acceptance of this Agreement, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §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 §287.135, Florida Statutes. If CITY determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, CITY shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within ninety (90) days after receipt of the notice, CITY shall bring a civil action against CONTRACTOR. If a civil action is brought and the court determines that CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of two million ($2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date CITY determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

4. **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, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

5. **ANTITURST VIOLATOR 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, sub-contractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

6. **HUMAN TRAFFICKING.** CONTRACTOR shall provide CITY with an affidavit signed by an officer or representative of CONTRACTOR attesting, under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined by section 787.06, Florida Statute, attached hereto as **EXHIBIT G.**

SECTION 15 - SEVERABILITY.
If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 16 - WAIVER.
The City's failure to act with respect to a breach by Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provisions.

SECTION 17 - JURY TRIAL, VENUE & ATTORNEY FEES.
Venue of all actions shall lie in Osceola County, Florida. Each party waives the right to a jury trial. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this Agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by a private Attorney with an equivalent number of years of professional experience who practices in Orange and Osceola County, Florida

SECTION 18 - ENTIRE AGREEMENT.
This Agreement constitutes the entire agreement between the City and Contractor for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral, or written between the City and Contractor with respect to this Agreement.

SECTION 19 - APPLICABLE LAW
This law applicable to this Agreement is hereby agreed to be the law of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CONTRACTOR

By: _____
Signature

Title: CEO

State of Florida
County of
Osceola

The foregoing instrument as acknowledged before me on this 23 day of February, 2026, by Jose Manuel Garcia. He/She is personally known to me, or has produced his/her driver's license, or his/her Florida ID as identification, and did/did not take an oath.

_____
Notary Public

OMAYRA CARABALLO
Notary Public - State of Florida
Commission # HH 418815
My Comm. Expires Jul 9, 2027
Bonded through National Notary Assn.

CITY OF KISSIMMEE

_____
Jackie Espinosa, Mayor

Attest: _____
City Clerk

APPROVED AS TO
FORM AND LEGAL
SUFFICIENCY:

_____
City Attorney

EXHIBIT A
RESPONSE TO REQUEST FOR QUALIFICATIONS

Rebuilding Together.
Greater Florida

REQUEST FOR QUALIFICATIONS
SUBMITTAL COVER PAGE

Request for Qualifications **No. RFQ2026008**
Construction Services for Housing Rehabilitation, Demolition, and Reconstruction
City of Kissimmee, Florida

Submitted by:
Rebuilding Together Greater Florida, Inc.

Authorized Representative:
Jose Garcia, Chief Executive Officer
(jose@rtgfl.org)

Federal Identification Number:	59-3664580
Dunn #:	18-5996399
SAMS/UEI #:	SN3VL5MNKJN5
GC License #:	CGC: 1522294
Solicitation of Contributions #:	CH24010

Administrative Office: 3914 N. US 301 HWY., Suite 700 Tampa Florida 33619
(813) 878-9000 Ext. 100

Central Florida Office: 2464 Sand Lake Rd., Orlando Florida 32819
(407) 898-3777

EXHIBIT B
DESCRIPTION OF OWNER OCCUPIED REHABILITATION PROGRAM AND DEMOLITION AND RECONSTRUCTION PROGRAM

A. Owner Occupied Rehabilitation	Code 3, 6

Summary: This strategy is designed to assist eligible homeowners to make the repairs or improvements needed for safe and sanitary habitation, and/or correction of substantial building code noncompliance of single family detached houses, townhouses, and manufactured homes when the owner owns the land. The Roof Replacement Program falls under this strategy.

Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

Income Categories to be served: Very low, and low

Maximum award: Roof Replacement/Emergency Repairs: $40,000; Owner Occupied Rehabilitation: $120,000

Terms:

- Repayment loan/deferred loan/grant: Deferred loan secured by a recorded mortgage and note

Interest Rate: 0%

Years in loan term:

- 5 for Roof Replacement only and
- 20 for regular Owner-Occupied Rehabilitation

Forgiveness:

- Roof Replacement: Forgiven at 20% per year;
- Owner Occupied Rehabilitation: The loan balance will not decrease during first ten years. However, beginning with year 11th to the end of the term, the balance will be forgiven at 10% per year.

Repayment:

- No repayment required as long as the loan is in good standing

Default:

- Loan is due and payable if:
  - Sale or transfer of property
  - Loss of homestead exemption status
  - Conversion to rental property
  - Failure to occupy the home as primary residence
  - Foreclosure
  - Death of all parties on the mortgage
  - Refinance of first mortgage, in cases where cash out or bill consolidation occurs

Recipient/Tenant Selection Criteria:

- Participants will be selected for assistance based on a first qualified, first served basis with priorities described in Section I.I after submitting a completed application to the City of Kissimmee and providing all requested written documentation

Sponsor Selection Criteria: N/A

Additional Information:

- No more than every three (3) years, the City shall seek out one or more non-profit sub-recipient(s) to manage the construction for all rehab jobs. Depending on the work needed, their employees will do the work or they will hire a contractor/subcontractor to do the work. The Sub-recipient(s) will be selected through a Request for Qualification (RFQ) process. The duties and responsibilities are detailed in the contract between the Sub-recipient and the City. A third party provides the City with an inspection report and a scope of work. The Sub-recipient, after doing its own inspection, provides the City with the final cost for the job. After all parties have accepted, the City, the Sub-recipient, and the homeowner(s) enter into an agreement for the rehabilitation of the home.

- Under the Roof Replacement Program, townhouses are only eligible if they are detached.

- The actual cost of rehabilitating the home and related soft costs (such as closing costs, inspections/testing, and rehabilitation/construction management) are eligible within the maximum award.

- Homes requiring emergency repairs shall be given priority in the waiting list and receive rehabilitation assistance first. Emergency repairs may include but are not limited to: structural damage, unsafe electrical, plumbing, water damage, mold remediation and issues with lateral water/sewer connections. In certain situations, a damaged roof may be considered an emergency (for example, if the roof is leaking profusely or part of the roof or ceiling in the living area of the house comes in). Households with persons with special needs shall also be given priority over all others.

- All homes eligible for rehabilitation must be owner occupied and owned with fee simple title.

- All mortgages, taxes, and special assessments must be current.

- The applicant must maintain sufficient hazard insurance for the term of the SHIP lien. If the homeowner does not have hazard insurance, SHIP funds may be used to purchase hazard insurance for a period not to exceed one year. Insurance must be in place at the completion of the construction project.

- The property assisted must be free of liens and judgements. Homes with reverse mortgage loans may only participate in the program if the request for rehabilitation is deemed an emergency by the City's inspector, the City Manager or designee, and shall be approved on a case-by-case basis.

- From time to time, the City may receive requests from local social service organizations to assist their clients with emergency repairs. If the client is either very low income with special needs or very low income they will be considered for emergency repairs assistance; even though they were not on the waiting list.

- The loan is not assumable.

- If the home is foreclosed by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- This program is subject to funding availability and may not be available every fiscal year.

B. Demolition and Reconstruction	Code 4

a. Summary: This strategy is designed to provide funding when the home being considered under the Owner-Occupied Rehabilitation program is damaged to the extent that is not feasible to repair as determined by an inspection and/or the estimated cost exceeds $120,000.

Fiscal Years Covered: 2025-2026, 2026-2027 and 2027-2028

Income Categories to be served: Very low and low

Maximum award: $350,000

Terms:

- Repayment loan/deferred loan/grant: Deferred loan secured by a recorded mortgage and note
- Interest Rate: 0 %
- Years in loan term: Up to 30; depending on amount of assistance provided:

Amount of Assistance	**Years**
$120,001-185,000	20 years
$185,001-$217,500	25 years
$217,501-350,000	30 years

Forgiveness:

- The loan balance will not decrease during first ten years. However, beginning with year 11th to the end of the term, the balance will be prorated accordingly based on the remaining years of the loan.

Repayment:

- No repayment required as long as the loan is in good standing

Default:

- Loan is due and payable if:
  - Sale or transfer of property
  - Loss of homestead exemption status
  - Conversion to rental property
  - Failure to occupy the home as primary residence
  - Foreclosure
  - Death of all parties on the mortgage
  - Refinance of first mortgage, in cases where cash out or bill consolidation occurs

Recipient Selection Criteria:

- Participants will be selected from the existing Owner-Occupied Rehab Program waiting list based on a first qualified, first served basis with priorities described in Section I.I after submitting a completed application to the City of Kissimmee and providing all requested written documentation.

Sponsor Selection Criteria: N/A

Additional Information:

- No more than every three (3) years, the City shall seek out one or more non-profit sub-recipient(s) to manage the construction for rehab jobs. The Sub-recipient(s) will be selected through a Request for Qualification (RFQ) process. The duties and responsibilities are detailed in the contract between the Sub-recipient and the City. A third party provides the City with an inspection report and a scope of work. The Sub-recipient, after doing its own inspection, provides the City with the final cost for the job. After all parties have accepted, the City, the Sub-recipient, and the homeowner(s) enter into an agreement for the rehabilitation of the home.

- The actual cost of rehabilitating the home and related soft costs (such as closing costs, inspections/testing, rehabilitation/construction management and temporary lodging) are eligible.

- Homes requiring emergency repairs shall be given priority and receive rehabilitation assistance first. Emergency repairs may include but are not limited to: structural damage, unsafe electrical, plumbing, water damage, mold remediation and issues with lateral water/sewer connections. In certain

situations a damaged roof may be consider an emergency (for example, if the roof is leaking profusely or part of the roof or ceiling in the living area of the house comes in). Households with persons with special needs shall also be given priority over all others.

- All homes eligible for rehabilitation must be owner occupied and owned with fee simple title.

- All mortgages, taxes, and special assessments must be current.

- The applicant must maintain sufficient hazard insurance for the term of the SHIP lien. If the homeowner does not have or loses hazard insurance prior to demolition, SHIP funds may be used to purchase hazard insurance for a period not to exceed one year. Insurance must be in place at the completion of the construction project.

- Modular homes can be used as replacement housing.

- The property assisted must be free of liens and judgements.

- If there is an outstanding first mortgage on the property, the mortgage holder must agree to the demolition and reconstruction.

- Homes with reverse mortgage loans may only participate in the program if the request for rehabilitation is deemed an emergency by the City's designated inspector, the City Manager or designee may approve on a case-by-case basis.

- The loan is not assumable.

- If the home is foreclosed by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- This program is subject to funding availability and may not be available every fiscal year.

EXHIBIT C
PROPOSED PROJECT BUDGET ALLOCATION (next 3 years)

HOME OWNERSHIP	
	Dollars (Estimated)
CDBG	$250,000
SHIP	$1,000,000
HOME	$250,000

EXHIBIT D
REQUEST FOR PAYMENT

CONTRACTOR PAYMENT REQUEST # _____

Property Address: _____

Contractor: _____
Address: _____ City: _____

Agreement Amount: $_____ This Payment: $_____

Payment: ☐ Partial ☐ Final

Contractor:
I hereby request an inspection to receive payment in the amount above. I certify that I have satisfactorily completed the necessary work to justify this request and all bills incurred for labor used and material furnished in making said repairs and improvements have been paid in full to this date. See attached cost breakdown.

_____ _____
Contractor's Signature Date

Property Owner:
I/We hereby agree that the work stated by the Contractor has been completed and approve payment to the Contractor in accordance with the Contract and contingent upon inspection and concurrence by the Construction Advisor. It is understood that the actual amount disbursed will be based on the findings of that inspection.

_____ _____
Owner's Signature Date

City of Kissimmee:
I hereby certify that all work is completed as indicated on the Contractor's payment request and hereby approve the payment to the Contractor in the amount of $ _____.

_____ _____
Frances De Jesus Date
Housing and Community Development Manager
(407) 518-2156
frances.dejesus@kissimmee.gov

EXHIBIT E
CHANGE ORDER #_____

OWNER NAME	
PROPERTY ADDRESS	
CONTRACTOR NAME	

The Contract for Rehabilitation Work entered into on _____, 2026 by and between the above Owner and CONTRACTOR, is hereby amended to include the following changes, additions and/or deletions to the work:

ITEM	DESCRIPTION OF WORK TO BE CHANGED	AMOUNT
1.		
2.		
3.		
	TOTAL CHANGE ORDER AMOUNT	

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by $_____for a new total of $_____.

The work completion deadline is_____. The deadline is: ☐ extended to ___☐ not extended

_____ _____
Contractor Signature Date Owner Signature

City of Kissimmee:

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the Owner.

_____
Frances De Jesús Date
Housing & Community Development Manager

The City of Kissimmee hereby approves the scope of work proposed on this Change order; payment shall be the responsibility of the City pursuant to approval.

_____
Frances De Jesús Date
Housing & Community Development Manager

EXHIBIT F

CITY OF KISSIMMEE 1883

REHABILITATION STANDARDS

New Construction, Re-Construction, and Rehabilitation Projects

I. **Funding Sources:**

New construction, re-constructs and rehabilitation projects sponsored by the Development Services Department will be funded utilizing one or a combination of the following funding sources: Community Development Block Grant (CDBG), HOME Partnership Investment Program (HOME), Neighborhood Stabilization Program (NSP), and State Housing Initiatives Partnership (SHIP) Program.

II. **General Specifications:**

These specifications are designed to cover all areas of the work write-up and expected levels of quality construction and installation methods executed by the awarding bid Contractor. These specifications are intended to represent items of a quality level known to meet the City's requirements. While the City of Kissimmee endeavors to provide written specifications that are accurate and non-restrictive for the purpose of bidding/quoting, they may reference the quality standards of local, state and federal requirements.

A. Lead Based Paint:

Any home or structure built or erected prior to 1978 will be required to undergo a lead based paint remediation test. If lead is present, the Contractor must follow the required federal guidelines for lead based paint remediation.

B. Health and Safety:

Contractors will be responsible for recognizing and remediating all obvious safety hazards in and around the home with regard to construction related issues and provide detailed analysis of cause and effects. Contractor will provide to the City's Housing and Community Development Specialist a written plan of action to repair said hazards as to quickly minimize harmful effects of such conditions to workers before, during and after construction and to its occupants upon completion of the rehabilitated project. Contractor will maintain a clean and safe work site at all times placing all debris in a containment unit on a daily basis. No materials or construction debris will be stored in any ill mannered fashion or location not suitable for its

contents.

C. Warranty:

Contractors who are awarded bids by the City of Kissimmee will be required to supply and uphold a full written warranty/service agreement on all materials used and/ or labor performed to install such materials for a period of not less than one year or as suggested by the product manufacturers installation guidelines. For reconstruct projects, the warranty period will be two years on all workmanship and materials, five years on roof installations and ten years on the structural portion of the building. In addition, the Contractor will supply the City with all of the supporting documents for any and all products used that provide an extended time product replacement guarantee.

All products and/or materials used must be installed per manufacturer's specifications or requirements for industry standards and recommendations of accepted practices of quality workmanship and in accordance with all applicable local and state building code and city ordinance/requirements.

All applicable warranty documents for materials and labor supplied must be submitted with the request for final payment. Any documents deemed missing by the City's Housing and Community Development Specialist will result in a delay of final payment until such documents are submitted.

Examples: Fans, appliances, water heaters, HVAC units, light fixtures, roof shingles, plumbing fixtures, flooring, etc.

Residential housing square footage requirements:

All Reconstruct projects will be a minimum of 1000 square feet consisting of three bedrooms and two bathrooms regardless of existing unit's size and or configuration.

Any existing structure larger than 1000 square feet will be reconstructed with the +/-100 square foot rule based upon the size of the existing structure, but no less than 1000 square feet.

D. Permits:

Any and all work requiring a permit for the execution of, will be applied for completed and obtained by the Contractor prior to commencement of any work. This includes Notice to Owners, Notice of Commencements and Clerk of Court registered/certified copies of all documents required.

E. Accessibility:

Any individual requiring assistance to enter or exit their own home be assisted in making such modifications to the existing structures access and exit points. The Contractor will comply with any and all local and state handicap accessibility rules,

codes, requirements and regulations of, for such modifications to be completed.

III. **Individual product and material specifications:**

A. Minimum Requirements:

All materials used must meet the minimum ANSI "American National Standards Institute" and/or ASTM "American Society for Testing and Materials" guidelines.

B. Substitutions:

All products and materials listed herein may be substituted with an "equal or greater" quality product and/or material of "equal or lesser cost" or as is required by Local, State and Federal codes/ regulations. The manufactured brands stated herein for certain products will be considered as the basic minimums for quality expectations by the City of Kissimmee used for related projects. All brand names of materials/ products used by Contractors for said projects will be specked out in the work scope line item bid submittal by the Contractor to clarify the types of fixtures, components, parts and materials being used for each category electrical, plumbing, HVAC, flooring, building, roofing etc.

IV. **Exterior Finishes**

Concrete stucco coatings, siding or wood paneling used to repair or replace damaged areas must meet minimum requirements for thicknesses applied, for their intended use per manufacturer's installation recommendation and in accordance with local and state building code requirements.

A. Roofing materials:

All shingle roof replacements will consist of thirty-year architectural style mildew/fungi resistant asphalt shingles regardless of manufacturing brand used. In addition, any roof exceeding its normal life expectancy of ten years for three tab installations and fifteen years for architectural installations will be replaced to meet current building code requirements and hurricane wind load expectancies. In regards to roofing materials and applications of, it will be the Contractor's responsibility to install the proper materials and products required to waterproof any and all roofs covered, regardless of the existing roof design, drainage pitch conditions and existing roof materials present. This includes any and all galvanized flashing materials and seam sealer underlayment's used prior to installation of asphalt shingle or modified bitumen roofing products.

B. Roof Vents and Lead Boots:

Contractors are responsible for proper roof ventilation systems and products to include bathroom exhaust fan goosenecks and plumbing riser lead boots. It will be the Contractor's responsibility to provide and install the correct applicable product required for its intended use.

C. Concrete:

Concrete used for patching, repairing or replacing of sidewalks/walkways, driveways, or interior finish floor applications will meet the minimum requirements necessary by building code standards depending upon its actual intended use.

D. Driveways and Sidewalks:

Any poured in place concrete flatwork that is severely cracked, shifted, displaced or uneven to greater than normal acceptable standards must be either repaired or replaced to maintain safety and or useable functional purposes intended for use.

Examples:

Cracks greater than one quarter of an inch wide and span distances greater than two feet in length, etc.

Uneven and displaced concrete surfaces such as sidewalk to driveway connections that vary in height may create tripping hazards in excess of one half inch in height, etc.

Each instance should be evaluated separately and a reasonable determination of repair or replacement should be made by all parties involved.

E. Paint:

All exterior paint used will be latex base mildew stain resistant twenty year product warranty or better, regardless of brand used and will be satin or flat base sheen only for all exterior applications, walls, doors, bands, trims, soffits etc.

F. Lumber:

Any lumber used for permanent applications to build, repair or construct will be of proper species, size and durability related to its intended use.

Example: Pressure Treated for direct concrete contact, #2Yellow Pine for structural use, Spruce/ whitewood for cosmetic and non-load baring applications, etc.

G. Aluminum screen rooms/ porches:

All existing screen rooms, porches, covered patios or carports erected using aluminum products requiring structural repairs will be done so with the proper anchors/ tie downs necessary to meet current wind load and building code requirements. All Contractors will be responsible for ensuring the proper permits and requirements for such work are executed and completed correctly.

H. Garage doors:

Any existing garage door unable to meet current wind load and hurricane required capacities due to its current condition and is unable to be modified, repaired or upgraded to meet current hurricane wind load requirements will be replaced to

meet such in its entirety. In most cases, an opener will be supplied and installed by the Contractor along with the garage door unless specified differently within the scope of work.

I. Exterior swing doors:

Any door preserving or protecting the interior contents of and/ or the inhabitants of individuals will meet current safety, security and hurricane compliant standards. Any door not meeting these requirements due to severe abuse, damage, distress or age will be replaced to meet all applicable building codes and quality standard requirements.

J. Windows:

Any and all windows exceeding normal life span of twenty years and/or operational ease of use that do not meet current building and safety code requirements or means of egress requirements will be replaced. New windows installed will be either vinyl or aluminum framed with LOW-E energy efficient glass and will be required to meet all current code requirements regarding- egress, hurricane wind born debris, accessibility and minimum Energy Star Rated classifications. All new windows will be installed using manufacturer's installation specifications approved by the local and state building code requirements.

K. Soffit and Fascia:

Any soffit or fascia damaged beyond repair will be replaced with similar existing materials as to aluminum or vinyl products and will match as closely as possible in color to the existing or currently installed. If current materials cannot be matched then a suitable equal to or better material will be acceptable and applied to the affected area. In some cases more than just a specific area may have to be replaced in full if there is no suitable termination point, but this will be determined and approved of on a case by case basis and specified within the scope of work documents.

L. Pressure Washing:

All exterior surfaces will be power washed clean whether it is a painted surface body or not. For example: Driveways, sidewalks, patios, porches, eves, soffits, carports etc.

V. **Interior Finishes**

A. Lumber:

Any lumber used for temporary or permanent applications to build, construct, or brace will be of proper species, size and durability related to its intended use.

B. Drywall/ Durrock:

All interior wall coverings will consist of ½" thick gypsum wallboard over properly installed wood framed structures for walls and ceilings. Any wet areas located in bathroom showers/tub locations needing repairs or replacement of, will be done so using Durrock concrete wall board as a sub- straight for tile installations.

C. Drywall finishes:

Finish textures to any interior surface will consist of either popcorn or knockdown appearance for all ceiling applications and orange peel texture to all interior walls.

Other finishes may be used if existing patterns differ from those specified within the home. All patches, repairs and texture finishes applied to match existing areas must do so as closely as possible for an overall acceptable finish and appearance.

D. Paint:

All interior paint used will be latex base mildew stain resistant twenty-year product warranty or better, regardless of brand used. All bedrooms, closets, kitchens, interior garages, hallways, storage rooms and main living areas will be painted with flat or satin sheen base products. All doors, casings and bathroom walls will be painted with semi-gloss enamel products only.

E. Tile:

All wet areas (foyer entry, kitchen, and bathrooms) will consist of tile.

For clients that may have difficulties in general mobility or are wheel chair bound, Contractors will install ceramic tile in place of carpet in all living room and hallway areas for ease of use. This will be specified in the work scope prior to bid.

F. Interior Doors:

Pre-hung hinge operated two panel hollow core pre-primed swing doors to coordinate with directional swing of existing door to be replaced. Bi-fold track and hardware guided closet doors two panel hollow core pre-primed paint grade.

G. Cabinets:

All cabinetry, kitchen or bathroom, shall be made with solid wood frame and doors.

Vanity tops will be one piece cultured marble vanity top with built in sink and overflow protection. An alternative option would be plywood base flat laid Formica Laminate with a 4" high backsplash.

Kitchen countertops will be plywood base flat laid Formica Laminate with a 4" high backsplash.

VI. **Plumbing**

For reconstruction projects, the following plumbing components shall be provided: Domestic hot and cold water lines, water heater, drain waste and vent systems,

clothes washer and waterline connection for refrigerator. Re-pipes will consist of CPVC, COPPER or PEX water lines installed in accordance with manufacturer recommendations and current local building codes.

A. Exterior Applications:

All trenches shall be properly filled and compacted to ground level and covered with sod or seeding as necessary.

B. Waste connections:

Shall be checked and repaired if necessary from the main waste connection at the home to the city sewer lateral and or septic system.

Re-pipes for the main water line from utility meter to the house will consist of ¾ PVC pipe. New pipe installed shall be thermo-insulated in all unconditioned spaces.

All penetrations through walls and cabinets must have escutcheon plates on them.

Drains must be snaked out and free of blockage, all drains must be working properly at time of final inspection.

All fixtures must be white unless the majority of existing fixtures not being replaced are a different color, and then the fixtures will be matched to the existing.

C. Interior Applications:

CPVC or PEX pipe for all interior supply line replacements or repairs PVC pipe for all waste drains and vent lines.

F. Faucet Fixtures:

All plumbing fixtures for kitchen and bathroom sinks will be single lever Moen brand products or equal to or better than specified herein and meet handicap approved requirements.

G. Shower valves:

Must have anti-scald guards at all tub/showers.

H. Sinks:

All bathroom sinks will be American Standard equal to or better oval shaped single bowl self rimming drop in with built in overflow. Kitchen sinks will be American Standard stainless steel dual basin 60/40 split drop in twenty gauge thickness with a minimum 8" depth with retractable spray nozzle fixture equal to or better than.

I. Food Waste Disposer:

Insinkerator brand ¾ horse quiet system electric power operated equal to or better.

J. Tubs/Toilets:

All toilets must be American Standard brand quality- equal to or better and be a minimum of 1.6 gal. Low flow flush capacity. All tubs will be Americast brand quality equal to or better.

K. Water Heater:

Shall meet minimum energy star rating (88% efficiency) with a size of no less than 40 gal minimum quick recovery system.

VII. **HVAC**

Any unit older than eight years of age not meeting the minimum current energy star rating will be replaced.

Provide ventilated air conditioning heating and cooling system with proper thermostat controls, copper lines, condensate pumps, duct dampers, vents, return air vent system and exterior unit base pad with security grate cover.

All units are to be minimum fifteen-seer energy star rating equal or better and must be installed in accordance with manufacturer's specifications. Size and layout must be approved by the building department and heat pumps are to meet the approved energy code requirements.

Air handlers are to be installed on a sealed wood platform with return air vent circulation box in the wall below the unit.

All attic ductwork must be minimum R-6 energy rated and be of new flexible air duct material installed, sealed and supported per code requirements.

All fresh air supply vents will have adjustable/ directional fins on them.

Exhausts fans for bathrooms will be ducted to exterior and possess a minimum of 90 cfm rating.

Dryer vents will be ducted to exterior only. Whereas kitchen vents may be left direct recirculation if existing systems are already in place, otherwise exterior ventilation is preferred.

VIII. **Electrical**

All fixtures must meet minimum energy star rating.

The following units must be installed, present and working properly- switches, outlets, breakers, smoke detectors for bedrooms and hallways with 9volt battery backup, TV cables, phone lines, light fixtures, fans, doorbells, dryer and range boxes, properly functioning GFI receptacles in all wet areas and approved weatherproof boxes for exterior applications.

Contractors will verify all main disconnect panels are operating properly and without

any safety hazards or concerns to both interior and exterior panels including A/C disconnects.

All lights will have energy star rated bulbs. All fans will have light kits on them.

All floodlights will have motion detectors and light sensors to meet energy saving requirements.

IX. **Appliances**

All appliances must meet the minimum energy star rating allowable and be of at least GE appliance quality standard equal or better. All appliances will be installed, connected and service ready.

Refrigerator will be minimum 18 cubic feet.

Range will be 30" wide freestanding electric with anti-tip bracket installed.

Range hood/ microwave will be direct vent or recirculating depending on the existing system setup.

Washer, dryers and dishwashers will also be included for Reconstructs only. All other projects will be on an as needed basis and will be specified in the scope of work.

X. **Build America, Buy America Act (BABA)**

The Build America, Buy America Act was enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021. It established a domestic content procurement preference for all federal financial assistance obligated for infrastructure projects after May 14, 2022. Covered infrastructure Projects include buildings and real property.

The domestic procurement preference (BAP) requires that all iron, steel, manufactured products, and construction materials used in federally funded infrastructure projects are produced in the United States. The Buy America Preference does not apply to: tools, equipment, supplies, temporary scaffolding, equipment or furnishings used within completed infrastructure but not an integral part/permanently affixed to structure.

HUD is allowed to issue waivers for the requirements in the following circumstances: (1) it is in the public interest, (2) the types of products needed are not produced in the United States or are not readily available, or (3) the requirements would increase the cost of the project by 25% or more. A request for a waiver must be submitted to: Frances De Jesus, Housing and Community Development Manager, 101 Church Street, Kissimmee, FL 34741 or by e-mail at frances.dejesus@kissimmee.gov.

ITEM 7.K
Approval of a Lien Reduction and Appeals Policy

Request

Approval of a policy that would establish guidelines for the review and approval process for lien reductions and appeals authorized by the City Manager

Explanation

Pursuant to City Ordinance #3118, which authorizes "the City Manager, at their discretion, to establish a Lien Reduction Policy to create a uniform method for calculating and recommending lien reduction amounts to the City Commission upon request of a property owner", the proposed policy establishes a standardized and transparent process for the submission, review, and evaluation of lien reduction requests. The policy outlines the eligibility requirements and documentation responsibilities of the property owner or authorized agent, defines the criteria used by staff to calculate and recommend a reduction amount, and establishes maximum reduction thresholds. The intent of the policy is to ensure consistency, fairness, and accountability in the handling of lien reduction requests while protecting the financial and legal interests of the City and encouraging compliance and resolution of outstanding liens.

Recommendation

Commission approval of the proposed Lien Reduction and Appeals Policy

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

Attachment(s):
1. 2.23.2026 Lien Reduction and Appeals Policy

Title: Lien Reductions and Appeals Policy
Effective: Revised:
Electronically Signed by City Manager: [DATE]
Approved by the City Commission: [DATE]
Review Authority:

.01 Policy Statement
.02 Submission Requirements for Appeals
.03 Appeal Deadline
.04 City Review Process
.05 Maximum Reduction Matrix
.06 Repeat Violators

.01 Policy Statement

Per Chapter 2, Article 6, Division 4 "Lien Policy", Paragraph F "Appeals", a property owner or the property owner's legally appointed agent, may appeal a lien placed on a property because of a code enforcement violation. This policy details the process, criteria, and responsibility of the property owner or agent to request a lien reduction and set maximum reduction criteria.

.02 Submission Requirements for Appeals

A request to reduce a code enforcement lien must be submitted in writing to the City of Kissimmee City Clerk within the prescribed time frame. Negotiations of fines are not permissible; a lien must be filed on the property. Reductions of liens will only be considered if the violations have been determined to be in compliance by city code enforcement personnel. The written request must include the following items:

a. The address of the property

b. The code enforcement case number

c. If an agent is submitting the request, including an authorized family member, a signed and notarized letter from the property owner assigning the agent the ability to request and negotiate a lien reduction, as applicable

d. The requested amount of reduction to the lien

    1. Requests for total forgiveness of a lien will be denied without consideration

e. Proof of a unique, compelling hardship outside of the property owner's control.

    1. Ignorance of the rules, regulations, codes and/or laws that resulted in the lien does not constitute a hardship

    2. The inability to pay the lien does not constitute a hardship

3. Purchase of the property with an outstanding lien does not constitute a hardship

f. The property owner and agents full contact information

g. Any supporting documentation, such as legal documents or photographs that may be necessary for consideration of the appeal

.03 Appeal Deadline

a. The property owner or agent may file an appeal to contest the amount of the lien within thirty (30) days of the City Clerk's mailing of the Notice of Lien, if fines are no longer accruing.

   1. Failure to appeal within thirty (30) days will be considered an abandonment of any right to appeal or contest the lien

   2. No extensions will be granted.

   3. After thirty (30) days, the property owner or agent's only available option is to pay the lien in full plus any satisfaction costs associated.

b. The property owner or agent may file an appeal to contest the amount of the lien within thirty (30) days of compliance reported by the City.

   1. Failure to appeal within thirty (30) days will be considered an abandonment of right to appeal.

   2. No extensions will be granted.

   3. After thirty (30) days, the property owner or agent's only available option is to pay the lien in full plus any satisfaction costs associated.

c. If the property owner or agent fail to appeal a lien or the amount of the lien in accordance with .03A and .03B, any and all further appeals will not be considered under this policy.

.04 City Review Process

Upon receipt, the notice of appeal will be forwarded to the City Manager or their designee, who shall be empowered to adjust, settle, or compromise any appeal on behalf of the city.

a. The City Manager or their designee, and the owner or agent will negotiate an agreement per the standards outlined in Chapter 2, Article 6, Division 4 "Lien Policy", Paragraph F "Appeals"

b. A Negotiation Agreement (sample attached as Exhibit "A") between the City and the property owner or agent must be fully executed by all parties to be valid and enforceable

If the City Manager and the property owner or agent fail to reach an agreement within fourteen (14) days of the date the appeal is filed, the request for a lien appeal will be placed on the agenda for the next regularly scheduled City Commission meeting.

a. The property owner or agent's failure to participate in negotiations, provide requested information, or maintain communication with city staff shall not delay or suspend the fourteen (14) day deadline.

b. No extensions will be granted.

The City Clerk or their designee will be the sole point of contact on behalf of the City from the filing of the lien appeal to its resolution. If the agreed upon lien reduction amount is not paid in full within ninety (90) days of either the signed agreement or city commission action, the lien shall automatically revert to the original, full amount without further notice. No subsequent requests for lien reduction will be accepted or considered.

.05 Maximum Reduction Matrix

The City Manager may only reduce the lien in question by the increments described on the table below.

a. Liens on commercial or mixed-use with commercial zoning cannot be reduced to less than $5,000, unless the lien is less than $5,000 and in that case, the lien cannot be reduced.

Time the Violation Remained in Non-Compliance	Maximum Percentage of Reduction
Up to 1 year	25% of the lien amount.
More than 1 year, up to 2 years	30% of the lien amount.
More than 2 years, up to 5 years	35% of the lien amount.
More than 5 years, up to 10 years	40% of the lien amount.
More than 10 years, up to 15 years	45% of the lien amount.
More than 15 years	50% of the lien amount.

.06 Repeat Violators

Any person deemed a repeat violator by the City's Special Magistrate is ineligible to request or negotiate any lien reduction. Once a property owner or agent requests a lien reduction, regardless of the outcome, they may not request another reduction:

a. For the same or different property and/or
b. For the same or different violation

NEGOTIATION AGREEMENT
BETWEEN
CITY OF KISSIMMEE
AND

_____

THIS AGREEMENT is entered into on this _____ day of _____, 20____, by and between _____ (the "Payor"), owner of the property located at _____ and the City of Kissimmee, a municipal corporation, whose address is 101 Church Street, Kissimmee, Florida (hereinafter referred to as "City").

WHEREAS, the Payor as identified in case number CE-_____ (the "Case") was subject of a code enforcement action initiated by the city due to violations of applicable municipal codes; and

WHEREAS, the Payor has since brought the property into full compliance as of _____, as verified by the City's Code Enforcement Division; and

WHEREAS, the Payor has submitted documentation supporting a hardship, which aligns with the criteria set forth in the City's adopted policies governing lien reductions and appeals; and

WHEREAS, the City, through its authorized representatives and in accordance with the City's lien appeals process, accepts the owner's hardship claim and agrees to enter a negotiated settlement.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties agree as follows:

1. **Financial Terms.** The City acknowledges that the original outstanding balance for the referenced Case is $_____, encompassing all applicable fines, fees, and penalties assessed up to the date of this Agreement. In response to the Payor's request to settle the matter, the City agrees to accept a negotiated reduced amount of $_____, plus a satisfaction fee of $10.00 *per lien*.

2. **Final Payment:** The total amount due under this agreement must be paid **in full** no later than _____ (the "Final Payment Date").

3. **Acknowledgement Clause.** Payor acknowledges and agrees that the financial terms as outlined in Section 1 are final, full, and the binding amount owed. The financial terms of this Agreement shall not, under any circumstances be renegotiated, amended, modified, or reduced. By signing this Agreement, the Payor accepts and agrees to pay the negotiated amount set forth herein and acknowledges that no further adjustments to the financial terms will be considered.

4. **Extensions.** The city may grant only one (1) extension of the Final Payment Date, and such extension will be considered solely for extenuating circumstances beyond the Payor's control

such as natural disasters, critical illness, major accidents causing temporary incapacity, or other similarly unavoidable events. Any request for an extension must be submitted in writing *prior* to the Final Payment Date and must be accompanied by satisfactory documentation evidencing the existence and impact of the extenuating circumstance. Requests submitted *after* the Final Payment Date shall not be considered under any circumstances. No extensions will be granted for reasons other than extenuating circumstances. The city will not entertain requests for extensions based on further financial or personal hardship, convenience, inability to pay, or other non-emergency matters.

5. **Reversion Clause.** If full payment is not received by the Final Payment Date or by any deadline explicitly approved in writing by the City, the negotiated balance shall immediately and automatically revert, without further notice, to the original pre-negotiated amount owed. Upon such reversion, the Payor irrevocably forfeits all rights to further negotiate, settle, reduce, or otherwise alter the outstanding balance in this Case. The city shall retain all rights to pursue collection of the original amount in full, and the Payor acknowledges that no extensions, modifications, or additional negotiations will be permitted.

6. **Prepayment.** Payor may prepay the balance in full in whole or in part prior to the final payment date without any penalty or interest.

7. **Form of Payment.** All payments under this Agreement must be made through the City's Finance Department, located at 101 Church Street, 4th Floor, Kissimmee, FL 34741. Accepted forms of payment include check, money order, or debit/credit card. All payments must reference the property address or case number to ensure proper credit.

8. **Entire Agreement.** This Agreement contains full understanding of the parties and supersedes any prior discussions or correspondence. Any modifications must be made in writing and signed by both parties.

Executed on this _____ day of _____, 20_____.

CITY OF KISSIMMEE

_____
CITY MANAGER, MIKE STEIGERWALD

ATTEST

_____
CITY CLERK, TAMEARA CRESPO

PAYOR:

_____
OWNER

DRAFT

ITEM 7.L
Memorandum of Understanding between the City of Kissimmee and Centro Unido de Detallistas Puerto Rico (CUD)

Request

Request approval of a Memorandum of Understanding (MOU) between the City of Kissimmee and Centro Unido de Detallistas Puerto Rico (CUD) for collaborative business development and retail expansion (Contract #20260169).

Explanation

The City of Kissimmee and Centro Unido de Detallistas Puerto Rico ("CUD") seek to enter into a collaborative agreement to provide guidance and support to Puerto Rican entrepreneurs. CUD is recognized as the premier organization representing the retail and commercial sector in Puerto Rico. The City serves as a significant hub for Puerto Ricans in the continental United States. This partnership aims to leverage that unique market environment to attract Puerto Rican retailers and brands seeking to establish a presence within the mainland U.S. economy. The primary focus of this collaboration is to facilitate development opportunities for entrepreneurs within the region.

GOALS & OBJECTIVES:

- Information Exchange: Identify and share information on potential business opportunities in the City that align with the goals of Puerto Rican entrepreneurs.
- Guidance & Resources: Coordinate efforts to provide assistance regarding market research, legal requirements, and regulatory changes.
- Collaborative Events: Jointly organize seminars, workshops, and networking sessions to connect entrepreneurs with local business leaders and partners.
- Economic Revitalization: Support small business entrepreneurship and the revitalization of commercial corridors and Downtown districts.
- The Agreement shall commence on the effective date and remain in effect for a period of one (1) year. Either party may terminate the Agreement with written notice to the other party.

Following a ceremonial execution of the Memorandum of Understanding on February 25, 2026, this item is presented to the City Commission for formal ratification and official approval of the partnership terms.

Recommendation

Approval of the Memorandum of Understanding between the City of Kissimmee and Centro Unido de Detallistas Puerto Rico (CUD).

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter:

Attachment(s):
1. (S) CUD and COK COLLABORATIVE AGREEMENT 2026

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF KISSIMMEE AND
CENTRO UNIDO DE DETALLISTAS PUERTO RICO (CUD)

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "Agreement") is entered into on this 25th day of February, 2026, by and between **CENTRO UNIDO DE DETALLISTAS PUERTO RICO** (hereinafter "CUD") and **CITY OF KISSIMMEE,** a Florida municipal corporation located at 101 North Church Street, Kissimmee, Florida 34741 (hereinafter "City"),, collectively referred to as the "Parties."

WHEREAS, CUD is the premiere organization representing Puerto Rico's retail and commercial sector, with a mission to strengthen the competitiveness, sustainability, and growth of Puerto Rican businesses through strategic partnerships, business development initiatives, and expanded market opportunities; and

WHEREAS, the City serves as one of the most significant hubs of Puerto Rican and Hispanic population growth in the continental United States, creating a uniquely receptive market environment for Puerto Rican retailers and brands seeking to expand into Florida and establish a presence within the mainland U.S. economy; and

WHEREAS, the City is actively advancing economic development strategies focused on attracting diverse retail concepts, supporting small business entrepreneurship, revitalizing commercial corridors and Downtown districts, and fostering culturally relevant business investment, all of which align with CUD's objectives of creating pathways for Puerto Rican enterprises to grow and succeed beyond Puerto Rico; and

WHEREAS, both CUD and the City share a mutual interest in strengthening economic and commercial ties between Puerto Rico and Central Florida through coordinated efforts such as business engagement, retail recruitment, market-entry support, and the exchange of information and resources that may benefit retailers, entrepreneurs, and the broader community; and

NOW THEREFORE, in consideration of the mutual understanding between the Parties to this Agreement and the mutual benefit that inures to both the Parties and the public, the Parties agree as follows:

Section 1. Recitals.

The recitals in the "WHEREAS" clauses are hereby incorporated herein by reference, forming a material part of this Agreement.

Section 2. Purpose.

The Purpose of this Agreement is to outline the efforts between CUD and the City to collaborate on providing guidance and support to Puerto Rican entrepreneurs seeking to do business in the City. The primary focus of this collaboration is to facilitate development opportunities for entrepreneurs within the specified region.

Section 3. Collaboration.

i. Both Parties will work together to identify and share information on potential business opportunities in the City that align with the interests and goals of Puerto Rican entrepreneurs.
ii. CUD and the City will coordinate efforts to provide guidance, available resources, and assistance to entrepreneurs throughout the business development process, including but not limited to, market research, legal requirements, and networking opportunities.

iii. Both Parties may periodically share general, publicly available information and insights related to economic development and industry trends and regulatory changes, that may impact Puerto Rican entrepreneurs operating in the City as appropriate and consistent with applicable laws and policies.

iv. Both Parties may jointly organize events, seminars, workshops, and networking sessions aimed at connecting Puerto Rican entrepreneurs with local business leaders, potential partners, and resources. These collaborative events will provide a platform for knowledge exchange and foster a supportive ecosystem for entrepreneurs.

v. Both Parties agree to treat all confidential information received from each other with the utmost confidentiality and not to disclose such information to third parties without prior written consent.

Section 4. Term.

This Agreement shall commence on the effective date and remain in effect for a period of one (1) year. Either Party may terminate this Agreement with written notice to the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF KISSIMMEE

Date: 2/25/2026

CENTRO UNIDO DE DETALLISTAS PUERTO RICO (CUD)

Dr. Ramón C. Barquín III - President

Date: 2/25/2025

ITEM 8.A
City Commission Travel Policy Request for Funding

Request

Commissioner Janette Martinez is requesting approval to authorize funding for official travel to attend the Osceola Chamber of Commerce's Trade Mission to South Korea, scheduled for April 26 to May 2, 2026, and to approve associated travel expenses totaling $6,250, which encompass airfare, hotel accommodations, and most in-country costs.

Explanation

The Osceola Chamber, in partnership with NeoCity Links, is hosting a Trade Mission to South Korea focused on expanding international trade, attracting investment, strengthening connectivity, and facilitating B2B meetings with Korean industry leaders. The mission aligns with Osceola County's economic development goals and offers direct benefits to local businesses and global partnership efforts.

Under the Commission Travel Policy, requests for economic development-related travel that are not coordinated through the Economic Development Department and in accordance with adopted City Commission goals, the Strategic Plan, or another formally approved plan, require Commission approval.

Recommendation

Staff requests Commission direction.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Manager
Presenter: Commissioner Martinez

Attachment(s):
1. Janette Martinez - Trade Mission to South Korea
2. Agenda Item Request_South Korea Trade Mission

From: Cindy Lewis
Sent: Friday, February 13, 2026 2:52 PM
To: 'boardofdirectorsandtrustees@theosceolachamber.com' <boardofdirectorsandtrustees@theosceolachamber.com>
Cc: Cindy Lewis <cdlewis@theosceolachamber.com>; John Newstreet <jnewstreet@theosceolachamber.com>
Subject: Trade Mission to South Korea - April 26 - May 2, 2026
Importance: High

Good afternoon, Trustees and Board Members! Our Champion-level investors in The Osceola Chamber have already seen this opportunity, but as I mentioned in yesterday's board meeting, I am excited to invite you to participate in a **Trade Mission to South Korea**. The mission will be hosted by The Osceola Chamber and supported by our friends at NeoCity Links. Our delegation chair is Vice Mayor Cheryl Grieb.

Attached is a draft agenda as well as a flyer with high-level information about the mission including dates and costs. The trip is scheduled for **April 26 through May 2, 2026** and the **cost is $6,250** which includes airfare, hotels, and most in-country expenses. If you have any questions or wish to register, please contact me or Cindy Lewis by no later than the firm RSVP date of **Wednesday, February 25** at close-of-business.

At this time, we have established a waiting list and will confirm your attendance by Thursday, February 26.

WHY JOIN THE DELEGATION? This mission focuses on four strategic pillars:

1. Amplify Bilateral Trade: Direct access to export/import opportunities for Osceola-based Small and Medium Enterprises (SMEs).
2. Attract Investment: Promote Osceola's "Be First to What's Next" environment to Korean industry leaders.
3. Strengthen Connectivity: Advocate for the Incheon-to-Orlando (ICN-MCO) direct flight to reduce logistics costs and boost tourism.
4. Business Matching: Dedicated B2B sessions with Korean distributors and partners.

Thank you for your consideration of this opportunity. We greatly appreciate your support.

Best,

john

John Newstreet, IOM, FCCP

President/CEO

The Osceola Chamber

1425 E. Vine Street, Kissimmee, FL 34744

O: (407) 847-0108 C: (407) 252-1307

E: JNewstreet@TheOsceolaChamber.com

Visit us online at: www.theosceolachamber.com

THE
OSCEOLA
CHAMBER
Business Works Better Together

Accredited Chamber
U.S. Chamber of Commerce

Minerva Vazquez

From: Janette Martinez
Sent: Saturday, February 21, 2026 12:54 AM
To: Minerva Vazquez; Mike Steigerwald
Subject: Fwd: Reminder: South Korea Trade Mission Deadline Approaching - Trade Mission to South Korea - April 26 - May 2, 2026

Follow Up Flag: Follow up
Flag Status: Completed

Good evening,

I am interested in participating on the amazing opportunity. Please advise if we need to put this on the agenda or what's the process.

Thank you
Janette
Sent from my iPhone

Begin forwarded message:

> **From:** Cindy Lewis <cdlewis@theosceolachamber.com>
> **Date:** February 20, 2026 at 1:42:22 PM EST
> **To:** boardofdirectorsandtrustees@theosceolachamber.com
> **Cc:** John Newstreet <jnewstreet@theosceolachamber.com>, Cindy Lewis <cdlewis@theosceolachamber.com>
> **Subject: Reminder: South Korea Trade Mission Deadline Approaching - Trade Mission to South Korea - April 26 - May 2, 2026**
>
> **EXTERNAL EMAIL:** This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe
>
> Good afternoon, Trustees and Board Members,
>
> I wanted to keep this opportunity top of mind as the deadline is quickly approaching on Wednesday, February 25.
>
> Please let us know if you have any questions or if you are interested in participating in the Trade Mission trip to South Korea. We would be happy to provide any additional information you may need.
>
> Thank you,
>
> Cindy Lewis

From: Cindy Lewis
Sent: Friday, February 13, 2026 2:52 PM
To: 'boardofdirectorsandtrustees@theosceolachamber.com' <boardofdirectorsandtrustees@theosceolachamber.com>
Cc: Cindy Lewis <cdlewis@theosceolachamber.com>; John Newstreet <jnewstreet@theosceolachamber.com>
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4. Business Matching: Dedicated B2B sessions with Korean distributors and partners.

Thank you for your consideration of this opportunity. We greatly appreciate your support.

Best,

john

John Newstreet, IOM, FCCP
President/CEO
The Osceola Chamber
1425 E. Vine Street, Kissimmee, FL 34744
O: (407) 847-0108 C: (407) 252-1307

E: JNewstreet@TheOsceolaChamber.com
Visit us online at: www.theosceolachamber.com

THE
OSCEOLA
CHAMBER
Business Works Better Together

Follow us on:

Cindy Lewis, FCCP, IOM
Executive Vice President
The Osceola Chamber
1425 E. Vine Street, Kissimmee, FL 34744
O: (407) 847-4535 C: (407) 709-3338
E: cdlewis@theosceolachamber.com
Visit us online at: www.theosceolachamber.com

<image001.png>

<image002.png>

ITEM 8.B
Discussion on Parliamentary Procedures and Commission Code of Conduct

Request

Commissioner Martinez requests that the Commission review and clarify the parliamentary procedures and Code of Conduct for City Commission meetings.

Explanation

Commissioner Martinez submitted a request for an agenda item to ensure that all members share a consistent understanding of the City Commission meeting protocols as essential to maintaining transparency, professionalism, and effective governance. She believes that a focused conversation will help reinforce clarity, consistency, and mutual expectations as the Commission carries out its responsibilities to the public.

Recommendation

N/A

REQUESTED CITY COMMISSION ACTION:

No Action

Department: City Manager
Presenter: Commissioner Martinez

Attachment(s):
1. Division 5. Rules of Procedure (002)
2. Agenda Item Request_Code of Conduct

DIVISION 5. - RULES OF PROCEDURE

Sec. 2-120. - Authority to regulate.

It shall be the duty of the city commission to make such bylaws and rules for its own guidance and government as it may deem expedient. In the absence of such rule or regulation, the procedure adopted to govern this commission shall be Robert's Rule of Order, latest edition.

(Code 1976, § 2-11; Code 1995, § 2-2-1; Ord. No. 905, 2-21-1978)

Sec. 2-121. - Addressing the commission.

Any person desiring to address the commission shall first secure the permission of the presiding officer, provided:

(1) *Written communications.* Taxpayers or residents of the city and other interested parties, or their authorized representatives, may address the commission by written communications in regard to matters then under discussion.

(2) *Oral communications.* Taxpayers or residents of the city and other interested parties, or their authorized legal representatives, may address the commission by oral communications or any matter concerning the city's business or any matter over which the city commission has jurisdiction or control; provided, however, that preference shall be given to those persons who may have notified the city manager in advance of their desire to speak in order that the same may appear on the agenda of the city commission.

(3) *Reading of protests, and the like.* Taxpayers or residents of the city and other interested parties, or their authorized representatives, may address the city commission by reading of protests, petitions or communications relating to any matter over which the city commission has jurisdiction or control.

(4) *Anonymous communications.* Unsigned communications shall not be introduced to the city commission.

(5) *Manner of addressing commission; time limited.*

a. Members of the public shall be given a reasonable opportunity to be heard on propositions before the commission. The provisions of this section are intended to comply with F.S. § 286.0114. Members of the public or a representative of a member of the public who desires to address the commission on the order of business shall complete a "hear audience" form located in the commission chambers and deliver it to the clerk prior to the start of the meeting. Those individuals who do not wish to speak but would rather desire

to submit a "hear audience" form indicating their support, opposition or neutrality on a matter may do so in the same manner as those who desire to speak. This opportunity to be heard does not extend to those instances outlined in F.S. § 286.0014(3).

b. Each person recognized for the purpose of addressing the city commission shall step forward to the podium, with microphone thereon, and shall give his name and address in an audible tone for the record, and, unless further time is granted by the city commission, shall limit his address to three minutes or such additional time as may be deemed appropriate by the city commission. All remarks shall be addressed to the city commission as a body and not to any member thereof. No person, other than the commission and the person having the floor, shall be permitted to enter into any debate or discussion, either directly or through a member of the city commission, without the permission of the presiding officer. Further, city commissioners shall comply with this rule, except that they are permitted to address the commission from their seat.

(6) *Methods above to be used at regular or special meeting.* The methods of addressing the commission outlined above are intended to be those used at a regular or special meeting of the city commission. It is not the intent to authorize such methods in ex parte communications, and all such communications must comply with F.S. § 286.0115.

(Code 1976, § 2-12, Rule 9; Code 1995, § 2-2-24; Ord. No. 905, 2-21-1978; Ord. No. 1539, 8-23-1988; Ord. No. 1563, 10-11-1988; Ord. No. 1773, 4-9-1991; Ord. No. 2134, 11-12-1996; Ord. No. 2569, 9-6-2005; Ord. No. 2871, 9-24-2013)

State Law reference— Ex parte communications, F.S. § 286.0115.

Sec. 2-122. - Decorum.

(a) While the city commission is in session, the members thereof shall not, by conversation or otherwise, delay or interrupt the proceedings nor the peace of the city commission and shall obey all orders of the city commission or its presiding officer, except as otherwise herein provided. The presiding officer shall preserve strict order and decorum at all meetings.

(b) During city commission meetings, commission members shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the orders of the presiding officer or the rules of the city commission. Every commissioner desiring to speak shall address the chair and, upon recognition by the presiding officer, shall confine himself to the question under debate and shall avoid all personalities and indecorous language. Every commissioner desiring to question the administrative staff shall address his question to the city manager, who shall be entitled either to answer the inquiries himself or to designate some member of the staff for that purpose. A commissioner, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer, unless a point of

order is raised by another member or unless the speaker chooses to yield to questions for another member. All members of the city commission shall accord the utmost courtesy to each other, to city employees, and to public members appearing before the city commission and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities. Commissioners shall confine their remarks to the issues before the city commission.

(c) Members of the administrative staff and employees of the city shall observe the same rules of procedure and decorum applicable to members of the commission. While the presiding officer shall have the authority to preserve decorum in meetings as far as staff members and city employees are concerned, the city manager also shall be responsible for the orderly conduct and decorum of all city employees under his direction and control. The city manager shall take such disciplinary action as may be necessary to ensure that such decorum is preserved at all times by city employees in commission meetings. Any staff member or city manager desiring to address the city commission or members of the public shall be recognized by the chair, shall state his name for the record, and shall limit his remarks to the matter under discussion. All remarks and questions shall be addressed to the city commission as a whole and not to any individual member thereof. No staff member, other than the staff member having the floor, shall enter into any discussion, either directly or indirectly, without permission of the presiding officer.

(d) Members of the public attending city commission meetings also shall observe the same rules of propriety, decorum and good conduct applicable to members of the city 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.

(e) All electronics must be turned off or muted during public meetings.

(Code 1976, § 2-12, Rule 7; Code 1995, § 2-2-25; Ord. No. 905, 2-21-1978; Ord. No. 1539, 8-23-1988; Ord. No. 1563, 10-11-1988; Ord. No. 1773, 4-9-1991)

Secs. 2-123—2-144. - Reserved.

Minerva Vazquez

From: Janette Martinez
Sent: Tuesday, February 24, 2026 3:35 PM
To: Mike Steigerwald; Minerva Vazquez
Subject: Agenda item Request

bject: Agenda Item Request

Mike,

I would like to add an item to the upcoming agenda for discussion regarding parliamentary procedures and the Commission Code of Conduct. I believe it is important that we ensure clarity, consistency, and mutual understanding as we carry out our responsibilities to the public.

Please let me know the appropriate process to have this placed on the agenda.

Thank you.

Janette Martinez

City Commissioner

Sent from my iPhone